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SECTION 01025

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SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 LUMP SUM PAYMENT ITEMS

1.1.1 General

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.1.2 Lump Sum Items

a. "Mobilization and Demobilization" [Item No's. 0001 and 0005 ]

(1) Description: Payment will be made for costs associated with mobilization and demobilization, as defined in Clause entitled "PAYMENT FOR MOBILIZATION AND DEMOBILIZATION".

(2) Unit of measure: lump sum.

b. "Site Preparation" [ Item No's 0002 and 0006]

(1) Description: Payment will be made for all costs associated with "Site Preparation" including Grading, Silt Fence and Rip Rap Stone as required in SECTION 02482 "DREDGING".

(2) Unit of measure: lump sum

1.2 UNIT PRICE PAYMENT ITEMS

1.2.1 General

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

1.2.2 Unit Price Items

a. "Dredging" [Item No's. 0003, 0004, 0007 and 0008]

(1) Description: This item shall include all work as specified

in SECTION 02482 DREDGING except for work related to mobilization and demobilization. The contract unit price per cubic yards for dredging shall include the cost for removal, conveyance and disposal of all materials as shown on the drawings and as specified herein, except original materials, ledge rock, boulders, cobbles, rock fragments, wrecks, scrap materials, snags, stumps, piles, debris or other material which cannot be removed or buried below the required depth by the plant specified in the accepted bid, or the equivalent of such plant, without blasting or special apparatus. The unit price shall also include the cost of all work required to be performed for the use of the disposal area. Nothing in this paragraph shall be construed as prohibiting the removal of excepted material by special means at prices agreed and approved in accordance with applicable provisions of the contract.

(2) Unit of measure: Payment for all acceptably completed work required under this Section of the specification will be made at the applicable contract unit price per cubic yard for the payment item "Dredging Boxes 1,2,4 and 6" - "First 8,000 Cubic Yards" and "Over 8,000 Cubic Yards"; "Dredging (Optional) Boxes 3 and 5" - "First 6,000 Cubic Yards," and "Over 6,000 Cubic Yards".

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

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SECTION 01065

CONTRACTOR FURNISHED DISPOSAL FACILITIES

PART 1 GENERAL

1.1 BIDDING

1.1.1 Definition

The term "facility" used in this Section refers to all Contractor-furnished features that are proposed by the Contractor in conjunction with execution and performance of dredging and that are not specifically identified in the solicitation document. The facility includes, but not limited to, disposal area(s), dredged material transfer site(s) and/or off-loading site(s), and/or haul roads.

1.1.2 Data

Submit all information and data specified in this Section, if the bid is based on a Contractor-furnished disposal facility other than the one shown and specified elsewhere in this solicitation document.

1.1.3 Award

Award of the contract will be subject to acceptance of the proposed Contractor-furnished facility by the Contracting Officer. Unless the data required below, as may be applicable, is furnished with the bid at the time of bid opening, such bid will be considered non-responsive.

1.1.4 Combination of Contractor/Government-Furnished Disposal Areas

If a Contractor-furnished disposal area is proposed, in combination with the Government-furnished disposal area, the Contractor shall place dredged material into the Contractor-furnished disposal area first, until it is filled, prior to use of the Government-furnished disposal area.

1.1.5 Permission of Owners and Property Dimensions

If the Contractor-furnished facility is proposed, the bid shall be accompanied by a document which includes permission of the owners of the property. If the private property is involved in the proposed Contractor-furnished disposal facility, dimensions of the area or areas proposed shall also be submitted with the bid.

1.1.6 Expenses

All expenses incurred in complying with requirements for use of a proposed Contractor-furnished facility shall be borne by the Contractor, and all operations in connection therewith shall be at the Contractor's risk.

1.1.7 Required Data with the Bid

Bidders proposing use of a Contractor-furnished disposal facility shall, as applicable, furnish the following data for each area:

- (1) Name and address of Property Owner(s).

- (2) Location, site map, and legal description (or appropriate substitute) of area(s) and haul route(s).
- (3) Previous Land Use Information for the last ten year period.
- (4) A Topographic Map of the Area.
- (5) Photographs showing the area proposed for use.
- (6) All data required to assess potential environmental impacts. This information is required in order to determine the necessity for environmental documentation for the proposed use of the site.
- (7) Capacity of disposal area.
- (8) Average depth of fill and final grades over disposal area.
- (9) Obtain a fully executed Contractor-furnished Disposal Facility Permit. Use the sample permit form attached at the end of this Section.
- (10) Documentation of coordination of the use of the proposed site or sites with Federal, State and local agencies having an interest and furnish written approval of these agencies for use of such site(s). Applicable agencies are:
  - (a) Chief, Water Quality Division, Minnesota Pollution Control Agency, 520 Lafayette Road, St. Paul, Mn. 55155.
  - (b) Chief, Natural Resources Planning and Review Services, Minnesota Department of Natural Resources, 500 Lafayette Road, St. Paul, Mn. 55155-4001.
  - (c) State Historic Preservation Officer, Minnesota Historical Society, 345 Kellogg Blvd. West, STP. Paul, Mn. 55102..
  - (d) Supervisor, U.S. Fish and Wildlife Service, Ecological Services, 4101 East 80th St., Bloomington, Mn. 55425.
  - (e) Chief, Planning and Assessment Branch (ME-J19), U.S. Environmental Protection Agency, 77 West Jackson Blvd., Chicago, Il. 60604.
  - (f) Supervisor, Green Bay Field Office, U.S. Fish and Wildlife Service, 1015 Challenger Court, 43 Business Center, Green Bay, Wi. 54311.
  - (g) Chief, Compliance Section, Historic Preservation Division, State Historical Society of Wisconsin, 816 State Street, Madison, Wi. 53706.
  - (h) Chief, Northwest District, Wisconsin Department of Natural Resources, P. O. Box 309, Spooner, Wi. 54801.

## 1.2 AFTER AWARD

If, after the award of the contract, a Contractor-furnished disposal facility other than the one provided by the Government or stipulated by the Contractor in its bid is proposed, the Contractor shall comply with the same requirements specified under subparagraph 1.1, BIDDING, above. The

Contractor shall submit required data specified herein at least 15 calendar days in advance of the proposed use. The Contractor's initial proposal for use of a Contractor-furnished facility shall be accompanied by all the required documents to obtain the Contracting Officer's approval. Subsequent submittals of documents will not be permitted except upon the Contracting Officer's request. The submittal shall include, but not limited to, all items specified under subparagraph 1.1, BIDDING, above.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

(Continued on the next page)



SAMPLE FORM  
CONTRACTOR-FURNISHED DISPOSAL FACILITY  
PERMIT

In consideration of the sum of (\*a) dollars and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned, owner of the premises described, does hereby grant to (\*b) permission to (transfer)(dispose of)(convey across) dredge materials resulting from operations under a contract awarded to (\*b) by the District Engineer, U. S. Army Engineer District, Detroit, upon the following described property in the County of , State of .

(INSERT DESCRIPTION OF THE PROPERTY)

The undersigned owner hereby expressly and fully releases the United State of America, its officers, agents, employees, and Contractor, from liability for any and all damages done or caused to be done, and from any claim or demand whatsoever for injuries suffered by or done to the said premises, by reason of transferring, conveying across and/or depositing such dredged materials or other materials. Executed this day of , 20

(Signature of Owner) AFFIDAVIT

State of ( )  
County of ( )ss.

On this day of , 20 , personally appeared before me, , who subscribed the within and foregoing Transfer Site, Haul Route and/or Disposal Area Permit and who

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SECTION 01100

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PART 2 PRODUCTS (NOT APPLICABLE)

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SECTION 01100

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred within the text by the basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

33 CFR 320-330                      General Regulatory Policies, Permits,  
   Enforcement and Definitions

40 CFR 233                          State Program Regulations

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with SECTION 01330, entitled "SUBMITTAL PROCEDURES":

SD-01 Data

Accident Prevention Plan ;    GA,AOF

At least fifteen (15) calendar days prior to commencing work at the site, submit a detailed, site specific plan for accident prevention.

SD-18 Records

Progress Chart;    GA,AOF

A copy of the completed Progress Chart shall be submitted with pay request.

Payroll and Basic Records;    GA,AOF

A copy of the completed Certified Payrolls and Basic Records shall be submitted weekly.

1.3 PRECONSTRUCTION CONFERENCE

After award of a contract, a conference will be arranged by the Contracting Officer's Representative between responsible personnel of the Contractor, Area Office and District Office. At this conference, the Contractor will be oriented with respect to Government procedures and line of authority for wage rates, contractual, administrative, and construction matters.

1.4 REGULATORY REQUIREMENTS

1.4.1 Additional Work Proposed and Not Authorized

1.4.1.1 Work Subject to 33 CFR 320-330

Any additional work (not specifically shown on the plans or delineated in the specifications) proposed by the Contractor in or affecting navigable waters, including wetlands (as defined in 33 CFR 320-330, published in the Federal Register Vol.51, No. 219, Thursday, November 13, 1986) shall not be performed without a Department of the Army Permit. This requirement shall be applicable to all work, permanent or *temporary*, and/or fill(s). The Department of the Army Permit shall be approved by the District Engineer or Deputy District Engineer in accordance with the laws of the United States and the regulations promulgated thereunder, including, but not limited to, the River and Harbor Act of 1899, the Clean Water Act and the National Environmental Policy Act of 1969, as amended. Corps employees (Contracting Officer's Representatives (COR) or inspectors) are not delegated authority to authorize such work. Information on making application for such permit(s) may be obtained by contacting one of the offices as listed hereinafter. When applying for information or a permit, a copy of any correspondence should be directed to the Contracting Officer of this contract. If a permit is not obtained, the additional work cannot be accomplished. Any delay in processing the permit will not constitute the basis of a claim under this contract. The fact that the Contractor is performing work under a Department of the Army Contract will give the Contractor no greater rights than any other applicant for a Department of the Army Permit.

WISCONSIN-MINNESOTA

Regulatory Functions Branch  
Construction-Operations Division  
U.S. Army Engineer District, St. Paul  
1135 USPO & Custom House  
St. Paul, MN 55101  
Telephone: 612-725-5819

1.5 PROJECT/SITE CONDITIONS

1.5.1 Condition and Use of Project Site

The drawings indicate soundings and elevations at the dredging and placement site as found in condition surveys made as stated on the contract drawings. A notification of at least five (5) calendar days shall be given to the Contracting Officer prior to bringing any construction equipment or material upon the work site. The Contractor shall be responsible for damages that may be suffered due to its operations. The Contractor shall note CLAUSE titled "PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS."

1.5.1.1 Physical Conditions

The physical conditions shown on the drawings are indicative of those that prevailed at the time of the site investigations and may be different than those at the time of construction. Significant variations that would require changes to the plans or specification shall be reported to the Contracting Officer immediately.

1.5.2 Waterways Navigation and Traffic

The Contractor shall acquaint itself with all information and regulations pertaining to navigation and vessel traffic within the waterways at the project site. The Contractor shall coordinate with the U.S. Coast Guard to assure that a "Notice to Mariners" is issued prior to its work activity at

the project site. A copy of the requisite notice form is enclosed in SECTION 01999. The completed form shall be sent to the address stated in the Subparagraph entitled "Temporary Lights, Signals and Buoys Required by U.S. Coast Guard". The Government will not undertake to keep the waterways free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act approved 8 August 1917 (see Title 33, U.S.C.A. Sec. 1). The Contractor is required to conduct its work in such manner as to obstruct navigation as little as possible and, in case the Contractor's plant so obstructs a channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon completion of the work, the Contractor shall promptly remove its plant, including ranges, buoys, piles, and other marks placed by it under the contract in navigable waters or on shore.

#### 1.5.2.1 Navigation

Information and regulations pertaining to navigation may be obtained from the current issue of the "UNITED STATES COAST PILOT 6," issued annually by the Department of Commerce, National Oceanic and Atmospheric Administration (NOAA). The "UNITED STATES COAST PILOT" may be obtained from National Ocean Survey, NOAA, Distribution Division-C44, Riverdale, Maryland 20840.

#### 1.5.2.2 Traffic

Vessels that may use the waterways at the project site consist of recreational craft and commercial vessels. This traffic may interfere with contract operations and the Contractor shall conduct its work with due regard to and in coordination with the requirements of all navigation. Information regarding the types and amount of passages made by commercial vessels that may use the waterways at the project site may be obtained from the current issue of the "Waterborne Commerce of the United States, Part 3, Waterways and Harbors, Great Lakes," published by the Department of Army, Corps of Engineers. The Department of the Army publication may be obtained at no charge from the following:

District Engineer, U.S. Army Engineer District, New Orleans, Waterborne Commerce Section, P.O. Box 60267, New Orleans, Louisiana 70160. Phone 504-862-1425, FAX 504-862-1091.

#### 1.5.3 Existing Vegetation, Structures, Equipment, Utilities & Improvements

General locations of applicable existing utilities, vegetation, structures, equipment and improvements, based upon latest information available to the Government have been shown on the drawings. However, it is the Contractor's obligation to establish the exact horizontal and vertical location and size of all existing utility lines which are located within the required work area. The Contractor shall submit a utility location plan for approval by the Contracting Officer, locating existing utilities and a copy of its findings prior to commencing work on the site. Any utility lines which are not found by the Contractor, but which are known to exist at the project site, shall be reported to the Contracting Officer immediately. The Contracting Officer will have the option of directing commencement of work at the site or requiring the Contractor to submit further plans for locating the utility lines. Once the utilities have been located and marked, the Contractor shall be deemed to have the location made known to it pursuant to CLAUSE titled "PROTECTION OF EXISTING

VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS." The Contractor is required under CLAUSE titled "PERMITS AND RESPONSIBILITIES" to comply with, but not limited to, the Michigan Protection of Facilities During Construction Activities Act. If the Contractor damages any existing utility line, vegetation, structure, equipment or improvement, a report thereof shall be made immediately to the Contracting Officer. In any event, existing utility lines, vegetation, structures, equipment or improvements shall be protected from damage, and if damaged, shall be repaired by the Contractor at its own expense.

#### 1.5.4 Identification of Employees

The Contractor shall be responsible for requiring each employee engaged on the work to wear a hardhat of a distinctive color to identify that the person is an employee of the Contractor or display such identification as may be approved.

#### 1.5.5 Vehicular Access

Throughout the period of work on this contract, the Contractor shall maintain an all-weather roadway through or around its work area when work therein would otherwise block an existing roadway. Such permanent or temporary roadways shall be kept open for use by emergency vehicles, as well as residential and commercial traffic at all times.

#### 1.5.6 Contractor-Furnished Utility Services

The Contractor shall furnish, at its own expense, all water, electric current and other utilities required for its use.

#### 1.5.7 Contract Supervision and Representation

The Contractor's local representative shall be available to Government representatives during duty hours, 8 a.m. to 4:30 p.m., on normal working days and shall be available by telephone at other times. The name of the Contractor's representative and the contact telephone number shall be furnished to the Government.

#### 1.5.8 Traffic Control Plan

The Contractor shall control traffic in accordance with its approved plan. The traffic control plan shall be in detail and size specific for the control of traffic on the public roadways adjacent to the work area. Coordination of construction traffic with public use of the roadways shall be fully described, including all safety related characteristics.

#### 1.5.9 Temporary Lights, Signals and Buoys Required by Coast Guard

All temporary lights, signals and buoys required by the U.S. Coast Guard must be displayed during the required work. Information regarding required signals, lights, buoys and other requirements may be obtained from the Commander (OAN), U.S. Coast Guard, Shore Maintenance Detachment, ATTENTION: Aids to Navigation Branch, 1240 East Ninth Street, Cleveland, Ohio 44199-2060, Telephone (216) 522-3990.

#### 1.5.10 Navigation Buoys

##### 1.5.10.1 Buoy Relocation Position

If the relocation of existing navigation buoys is required to perform the contract work, the Contractor shall request permission for their relocation from the U.S. Coast Guard through the Contracting Officer. The request shall be provided to the Contracting Officer not less than three (3) weeks prior to need of the buoy relocation. The Contractor shall be responsible for performing the relocation work, which shall be in accordance with U.S. Coast Guard requirements.

#### 1.5.10.2 Temporary Dredging and Construction Buoys

In order to distinguish temporary buoys placed and maintained by the Contractor for dredging or construction purposes from aids to navigation placed by the U.S. Coast Guard, the Contractor's buoys shall be white and the top two (2) feet shall be light green in color. The Contractor shall remove its temporary buoys at the completion of the work.

#### 1.5.10.3 Buoy Markings

If buoys with special markings are needed to indicate the different sides of the navigable channel, prior arrangements shall be made with the U.S. Coast Guard, through the Contracting Officer.

#### 1.5.11 Layout of Work and Surveys

##### 1.5.11.1 Layout of Work

The following requirements are in addition to the requirements of SECTION 00800 CLAUSE titled "LAYOUT OF WORK." The Government has established bench marks and horizontal control points at the site of the work. Horizontal control points and descriptions of bench marks are shown on the drawings and on sheets enclosed in SECTION 01999. The elevations of bench marks are referred to mean water level (IGLD 1955), at Father Point, Quebec, Canada.

##### 1.5.11.2 Surveyor Requirements

Prior to any survey work by the Contractor he shall submit his Survey Note Format showing in detail how he plan on taking survey notes in the field for the approval of the Contracting Officer. From these control points and bench marks, the Contractor shall lay out the work by establishing all lines, grades, range markers and gauges at the site as necessary to control the work. All survey information shall be recorded in accordance with standard and approved methods and in the format approved by the Contracting Officer. All field notes, sketches, recordings and computations made by the Contractor in performing the layout work shall be available at all times during the progress of the work for ready examination by the Contracting Officer or his or her duly authorized representative and upon completion of the contract work the originals shall be turned over to the Contracting Officer in ring binders.

##### 1.5.11.3 Suspension

The Contracting Officer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking the work. Such suspension will be withdrawn upon satisfactory replacement of location and limit marks. Such suspension shall be at no additional cost to the Government and shall not entitle the Contractor to an extension of time for completing the work.

#### 1.6 SEQUENCING AND SCHEDULING

1.6.1 Exclusion of Period in Computing Completion Schedules

No work will be required during the period between 15 November and 15 April, inclusive and the days in this period will not be counted when computing the required completion date. The Contractor may perform work, unless otherwise prohibited, during all or any part of this period upon giving prior written notice to the Contracting Officer.

1.6.2 Work Period Restrictions

No work is allowed at the project sites during the following Holiday periods:

- (1) 6 a.m. 4 July to 6 a.m. 5 July 2003

The above-stated no-work periods, as applicable, are included in the number of calendar days within which the Contractor is required to complete the work as established in CLAUSE titled "COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK" and therefore the above-stated no-work periods will not entitle the Contractor to additional time for completing the work.

1.6.3 Start Work

The base contract and the option, if exercised, are to be completed within 90 calendar days. The Government will give the Contractor a preliminary written notice of its intent to exercise the option no later than 15 September 2004. Dredging is prohibited before 15 August 2004. Evidence that the Contractor has started mobilization and preparation of submittal register, and other preparatory work will satisfy the requirement that work commence within ten (10) calendar days after receipt of Notice to Proceed. (See Clause titled COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK, FAR 52.211-10.)

1.7 PRESERVATION OF HISTORICAL, ARCHAEOLOGICAL AND CULTURAL RESOURCES

If, during construction activities, the Contractor observes items that may have archaeological, historical or cultural value, such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination can be made as to their significance and what, if any, special disposition of the items should be made. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent its employees from trespassing on, removing, or otherwise damaging such resources.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)



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SECTION 01101

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PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

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SECTION 01101

REAL ESTATE

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with SECTION 01330, entitled "SUBMITTAL PROCEDURES":

SD-18 Records

Additional Real Estate Rights; GA,REA

Copies of any agreements for Contractor-acquired real estate rights shall be furnished before entering thereon.

1.2 REGULATORY REQUIREMENTS

1.2.1 Real Estate Rights

Rights for the use of the Government furnished placement area have been obtained and the general limits of the areas are shown on the drawings. All real estate lake ward of the Ordinary High Water Mark (Elevation 602.0 feet) is under Federal jurisdiction and no permit or agreements are necessary for work therein. No other real estate rights have been obtained by the Government for this project.

1.2.2 Additional Real Estate Rights

Any additional real estate rights desired by the Contractor shall be obtained by the Contractor at its own expense. Such agreements shall clearly relieve the Government of any responsibility for damages or liability resulting from the Contractor's use of such grounds.

1.3 PROJECT/SITE CONDITIONS

1.3.1 Location and Verification

It shall be the Contractor's responsibility to accurately locate the limits of all lands utilized under the contract. The corner and angle points of each area for which rights have been obtained shall be marked with semipermanent markers except where there is an approved existing property marker. Temporary markers shall be placed at points on alignment. The points on alignment shall be marked at stations so that intervals between points do not exceed 200 feet.

1.3.2 Survey Markers

All markers shall be installed in an area prior to its use and they shall be available for reference during and upon completion of use of the area. Where approved existing property markers are found, a witness stake, as specified in Subparagraph, "Semipermanent Markers" below, shall be provided. If the types of markers specified hereinafter cannot be used, other types, as approved by the Contracting Officer, shall be provided.

1.3.2.1 Semipermanent Markers

The markers shall be a steel rod one-half inch in diameter and four (4) feet long. The steel rod shall be driven vertically into the ground so that the top is flush with the finished ground surface. Each marker shall be witnessed by a 2" x 2" yellow stake extending two (2) feet above the ground surface and driven into the ground until stable, with not less than one (1) foot penetration.

1.3.2.2 Temporary Markers

Markers shall be 2" x 2", red-colored, wood hub stakes driven into the ground until stable (not less than one (1) foot penetration) with two (2) feet projecting above the ground surface. If the period in which temporary markers are to be in place exceeds one (1) construction season, a more permanent type of marker, as approved, shall be provided.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

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SECTION 01130

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

40 CFR 261 Identification and listing of Hazardous Waste

ENGINEERING MANUALS (EM)

EM 385-1-1 (1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

MINNESOTA DEPARTMENT OF TRANSPORTATION (MDOT)

MDOT 1995 (1995) Standard Specifications for Construction

1.2 DEFINITIONS

Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; unfavorably alter ecological balances of plant or animal communities; or degrade the environment from an aesthetic, cultural or historic perspective. Environmental protection is the prevention/control of pollution and habitat disruption that may occur during construction. The control of environmental pollution and damage requires consideration of air, water, land, biological, cultural, archaeological, and historical resources and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive materials; and other pollutants.

1.3 SUBMITTALS

Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

SD-01 Data

Environmental Protection Plan; GA,AOF

Submit in writing an Environmental Protection Plan within ten (10) calendar days after receipt of the Notice To Proceed. See Article titled ENVIRONMENTAL PROTECTION PLAN for details. Information on existing environmental documents pertaining to the project may be obtained by contacting the Environmental Analysis Branch, of the Planning, Programs and Project Management Division, Detroit District, U.S. Army Corps of

Engineers, 477 Michigan Avenue, Detroit, MI. 48226.

#### 1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS

The Contractor shall comply with all applicable Federal, State, and local laws, regulations, permits and licenses. The Contractor shall provide environmental protective measures and procedures to prevent and control pollution, limit habitat disruption, and correct environmental damage that occurs during construction.

##### 1.4.1 Protection of Features

This section supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. The Contractor shall prepare a list of features requiring protection under the provisions of the contract clause which are not specially identified on the drawings as environmental features requiring protection. The Contractor shall protect those environmental features, indicated specially on the drawings, in spite of interference which their preservation may cause to the Contractor's work under the contract. The Contractor shall confine its activities to areas defined by contract drawings and specifications.

##### 1.4.2 Environmental Assessment of Contract Deviations

The Contract specifications have been prepared to comply with the special conditions and mitigation measures of an environmental nature which were established during the planning and development of this project. The Contractor is advised that deviations from the drawings or specifications (e.g., proposed alternate borrow areas, disposal areas, staging areas, alternate access routes, etc.) could result in the requirement for the Government to reanalyze the project from an environmental standpoint. Deviations from the construction methods and procedures indicated by the plans and specifications which may have an environmental impact will require an extended review, processing, and approval time by the Government. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternative method will have an adverse impact including possible delays for the preparation of any additional environmental documents pertaining to the project. The Contractor shall obtain any necessary permits or licenses that have not been obtained by the Government.

#### 1.5 ENVIRONMENTAL PROTECTION PLAN

The Contractor shall submit an Environmental Protection Plan for review and acceptance by the Contracting Officer. The Government will consider an interim plan for the first 30 days of operations. However, the Contractor shall furnish an acceptable final plan not later than 30 calendar days after receipt of the Notice to Proceed. Acceptance is conditional and is predicated upon satisfactory performance during construction. The Government reserves the right to require the Contractor to make changes in the Environmental Protection Plan or operations if the Contracting Officer determines that environmental protection requirements are not being met. The plan shall detail the actions which the Contractor shall take to comply with all applicable Federal, State, and local laws and regulations concerning environmental protection and pollution control and abatement, as well as the additional specific requirements of this contract. No physical work at the site shall begin prior to acceptance of the Contractor's plan or an interim plan covering the work to be performed. The environmental protection plan shall include, but not be limited to, the following:

#### 1.5.1 Federal, State and Local Laws and Regulations

The Contractor shall be knowledgeable of all Federal, State and local environmental laws and regulations which apply to the construction operations under the Contract and shall list any unique requirements applicable to this contract as part of the Environmental Protection Plan.

#### 1.5.2 Spill Control Plan

The Contractor shall include as part of the environmental protection plan, a Spill Control Plan. The plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by the Emergency Response and Community Right-to-Know Act or regulated under State or local laws or regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:

- a. The name of the individual who will be responsible for implementing and supervising the containment and cleanup.
- b. Training requirements for Contractor's personnel and methods of accomplishing the training.
- c. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.
- d. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.
- e. The methods and procedures to be used for expeditious contaminant cleanup.
- f. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity spill occurs. The plan shall contain a list of the required reporting channels and telephone numbers.

#### 1.5.3 Recycling and Waste Minimization Plan

The Contractor shall submit a Recycling and Waste Minimization Plan as a part of the Environmental Protection Plan. The plan shall detail the Contractor's actions to comply with the following recycling and waste minimization requirements:

- a. The Contractor shall participate in State and local government sponsored recycling programs to reduce the volume of solid waste materials at the source.

#### 1.5.4 Contaminant Prevention Plan

As a part of the Environmental Protection Plan, the Contractor shall prepare a contaminant prevention statement identifying potentially



hazardous substances to be used on the job site and intended actions to prevent accidental or intentional introduction of such materials into the air, water, or ground. The Contractor shall detail provisions to be taken to meet Federal, State, and local laws and regulations regarding the storage and handling of these materials.

#### 1.5.5 Environmental Monitoring

The Contractor shall include in the plan the details of environmental monitoring requirements under the laws and regulations and a description of how this monitoring will be accomplished. All environmental monitoring shall include monitoring of construction effects on "lands, water, and air resources" and that the "effect to be monitored includes noise and vibration".

#### 1.6 ENVIRONMENTAL IMPACT STATEMENT AND ASSESSMENTS

Appropriate environmental documentation has been prepared to address the impact of the work that is required under the scope of the contract. Coordination with and/or notices to all interested agencies and the public have been made as necessary. Copies are available for review through the Planning, Programs and Project Management Division, Environmental Analysis Branch of the U.S. Army Corps of Engineers, Detroit District, 477 Michigan Avenue, McNamara Building, Detroit, Michigan.

#### 1.7 QUALITY CONTROL

The Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. The Contractor shall record on daily reports any problems in complying with laws, regulations and ordinances and corrective action taken.

#### 1.8 SUBCONTRACTORS

Assurance of compliance with this Section by subcontractors shall be the responsibility of the Contractor

#### 1.9 QUALITY ASSURANCE

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the Contractor's Environmental Protection Plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an Order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or cost or damages allowed to the Contractor for any such suspension.

#### PART 2 PRODUCTS (Not Applicable)

#### PART 3 EXECUTION

##### 3.1 SPECIAL ENVIRONMENTAL PROTECTION REQUIREMENTS

###### 3.1.1 Tree Protection

No ropes, cables, or guys shall be fastened to or attached to any tree(s) for anchorage unless specifically authorized by the Contracting Officer.

Where such special use is permitted, the Contractor shall provide effective protection to prevent damage to the tree and other land and vegetative resources. Unless specifically authorized by the Contracting Officer, no construction equipment or materials shall be placed or used within the drip line of trees shown on the drawings to be saved. No excavation or fill shall be permitted within the drip line of trees to be saved except as shown on the drawings.

### 3.1.2 Location of Field Offices, Storage & Other Contractor Facilities

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in an area provided by the Contractor and approved by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only on approval by the Contracting Officer.

### 3.1.3 Protection of Fish, Wildlife and Flora

The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish, wildlife and flora. Species that require specific attention along with measures for their protection shall be listed by the Contractor prior to the beginning of construction operations. See Subparagraph, "Environmental Protection Plan."

### 3.1.4 U.S. Department of Agriculture (USDA) Quarantined Considerations

The Contractor shall thoroughly clean all construction equipment at the prior job site in a manner that ensures all residual soil is removed and that egg deposits from plant pests are not present. The Contractor shall consult with the USDA Plant Protection and Quarantine (USDA - PPQ) jurisdictional office for additional cleaning requirements that may be necessary.

### 3.1.5 Control of Non-Indigenous Aquatic Nuisance Species

The Contractor shall conduct diligent operating practices to prevent the spread of Non-Indigenous Aquatic Nuisance Species (ANS). Such practices shall include, but not be limited to, cleaning equipment on-site to prevent the spread of seeds, eggs, larvae, or other dispersal vectors (e.g. do not transport soil and plant matter from one location to another). It is particularly important that equipment operating in parts of Erie Pier that are infested with *Purple Loosestrife* be thoroughly cleaned before removal from CDF. In addition, any vessels used during this contract that are moved to other ports should follow the practice of discharging or exchanging ballast water or other water from a vessel of any type only at a location where the chances for survival of ANS are minimal, such as at cold, deep regions of Great Lakes which are far from shore.

### 3.1.6 Soil Disposal Areas on Government Property

Material disposal on Government property shall occur only in those areas designated on the contract drawings. Hazardous, toxic, and radiological wastes (HTRW) shall not be disposed of on Government property. Disposal operations shall be managed and controlled to prevent soil or sediment from entering nearby waters or wetlands. Disposal operations shall be developed and managed in accordance with the grading plan shown on the drawings or as approved by the Contracting Officer.

### 3.1.7 Disposal of Solid Wastes

Solid waste is rubbish, debris, waste materials, garbage, and other discarded solid materials (excluding clearing debris and hazardous waste as defined in following paragraphs). Solid waste shall be placed in containers and disposed on a regular schedule. All handling and disposal shall be conducted in such a way as to prevent spillage and contamination.

### 3.1.8 Protection of Land

#### 3.1.8.1 Work Area Limits

Prior to any construction the Contractor shall mark where work is to be performed under this contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible during darkness. The Contractor shall convey to its personnel the purpose of marking and/or protection of all necessary objects.

#### 3.1.8.2 Protection of Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features to be preserved, indicated and defined on the drawings submitted by the Contractor as a part of the Environmental Protection Plan shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques.

#### 3.1.8.3 Disposal of Chemical Waste

Chemical waste shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State, and local laws and regulations.

#### 3.1.8.4 Spillages

Special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, ashes, sawdust, waste washings, herbicides and insecticides, rubbish or sewage, and other pollutants from entering public waters.

#### 3.1.8.5 Hydrocarbons, Carbon Monoxide and Oxides of Nitrogen and Sulfur Oxides

Vapor/gaseous emissions of hydrocarbons, carbon monoxide, oxides of nitrogen and sulfur oxides from equipment shall be controlled to Federal and State allowable limits at all times.

#### 3.1.8.6 Odors

Odors from construction activities, processing and preparation of materials shall be controlled at all times.

#### 3.1.8.7 Protection from Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize damage to the environment by noise.

### 3.1.9 Clearing Debris

Clearing debris is trees, tree stumps, tree trimmings, and shrubs, and leaves, vegetative matter, excavated natural materials (e.g., dirt, sand, and rock), and demolition products (e.g., brick, concrete, glass, and metals).

- a. The Contractor shall collect trees, tree stumps, tree trimmings, shrubs, leaves, and other vegetative matter; and shall transport from Government property for proper disposal in compliance with Federal, State, and local requirements. The Contractor shall segregate the matter where appropriate for proper disposal. Untreated and unpainted scrap lumber may be disposed of with this debris where appropriate.
- b. Excavated natural materials shall be placed in the designated area on the drawings.
- c. Demolition products shall be transported from Government property for proper disposal in compliance with Federal, State, and local requirements.

### 3.1.10 Disposal of Contractor Generated Hazardous Wastes

Hazardous wastes are hazardous substances as defined in 40 CFR 261, or as defined by applicable State and local regulations. Hazardous waste generated by construction activities shall be removed from the work area and be disposed in compliance with Federal, State, and local requirements. The Contractor shall segregate hazardous waste from other materials and wastes, and shall protect it from the weather by placing it in a safe covered location; precautionary measures against accidental spillage such as berming or other appropriate measures shall be taken. Hazardous waste shall be removed from Government property within 60 days. Hazardous waste shall not be dumped onto the ground, into storm sewers or open water courses, or into the sanitary sewer system.

### 3.1.11 Fuels and Lubricants

Fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants and waste oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with Federal, State, and local laws and regulations.

## 3.2 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

### 3.2.1 Discovered Historic, Archaeological, and Cultural Resources

If during construction activities, items are observed that may have historic or archaeological value (e.g., human remains or associated objects, and/ or artifacts are discovered), such items shall be protected in place and the observations shall be reported immediately to the Contracting Officer. The District Archaeologist will be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall prevent its employees from trespassing on, removing, or otherwise disturbing such resources.

## 3.3 PROTECTION OF WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

#### 3.4 PROTECTION OF FISH AND WILDLIFE RESOURCES

The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish, wildlife and flora. Species that require specific attention along with measures for their protection shall be listed by the Contractor prior to beginning of construction operations. See Subparagraph, "Environmental Protection Plan."

#### 3.5 PROTECTION OF AIR RESOURCES

Special management techniques as set out below shall be implemented to control air pollution by the construction activities. These techniques supplement the requirements of Federal, State, and local laws and regulations; and the safety requirements under this Contract. If any of the following techniques conflict with the requirements of Federal, State, or local laws or regulations, or safety requirements under this contract, then those requirements shall be followed in lieu of the following.

##### 3.5.1 Particulates

Airborne particulates, including dust particles, aerosols, and gaseous by products from construction activities and processing and preparation of materials shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, disposal sites, borrow areas, and all other work areas free from airborne dust which would cause a hazard or nuisance.

#### 3.6 INSPECTION

If the Contracting Officer notifies the Contractor in writing of any observed noncompliance with contract requirements or Federal, State, or local laws, regulations, or permits, the Contractor shall inform the Contracting Officer of proposed corrective action and take such action to correct the noncompliance. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action is taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension.

#### 3.7 RESTORATION OF LANDSCAPE DAMAGE

The Contractor shall restore all features damaged or destroyed during construction operations outside the limits of the approved work areas. Such restoration shall be in accordance with the Contractor's submitted plan, as approved by the Contracting Officer. This work shall be accomplished at the Contractor's expense.

#### 3.8 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed pollution control facilities and portable pollution control devices for the duration of the Contract or for the length of time construction activities create the particular pollutant.

### 3.9 TRAINING OF CONTRACTOR PERSONNEL

Contractor personnel shall be trained in environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel monthly. The training and meeting agenda shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, installation and care of facilities (vegetative covers, etc.), and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control. Anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants, shall also be discussed. Other items that must be discussed shall include recognition and protection of Archaeological sites and artifacts and historic structures.

### 3.10 POST CONSTRUCTION CLEANUP OR OBLITERATION

The Contractor shall obliterate all signs of temporary facilities such as haul roads, work area, structures, stock piles of excess or waste materials, fencing, buoys, stakes, or other vestiges of construction within the work, storage and access areas. Except for surfaced areas, the areas shall be restored to near natural conditions which permit the growth of vegetation thereon. In areas where restoration to near natural conditions is not required, surfaces shall be evenly and smoothly dressed, sloped to drain, and the edges of the restored area graded to be flush with the surrounding existing grade even if original contours are not restored. All damaged non-surfaced areas shall be restored by topsoiling, fertilizing, seeding and mulching, unless otherwise specified or directed. The topsoiling, fertilizing, seeding, and mulching shall be in accordance with the applicable provisions of MDOT 1995, DIVISION "Planting Materials".

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SECTION 01312A

QUALITY CONTROL SYSTEM (QCS)

1.1 GENERAL

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data

1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01320A, PROJECT SCHEDULE, Section 01330, SUBMITTAL PROCEDURES, and Section 01451A, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on 3-1/2 inch high-density diskettes or CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.



### 1.3 SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run QCS:

#### **Hardware**

IBM-compatible PC with 500 MHz Pentium or higher processor  
128+ MB RAM for work station/ 256+MB RAM for server.  
1 GB hard drive disk space for sole use by the QCS system  
3 1/2 inch high-density floppy drive  
Compact disk (CD) Reader 8X speed or higher  
SVGA or higher resolution monitor (1024X768, 256 colors)  
Mouse or other pointing device.  
Windows compatible printer. (Laser printer must have 4 MB+ of RAM)  
Connection to the Internet, minimum 56k BPS

#### **Software**

MS Windows 98, ME, NT, or 2000  
Word Processing software compatible with MS Word 97 or newer  
Latest version of; Netscape Navigator, Microsoft Internet Explorer, or other browser that supports HTML 4.0 or higher  
The Contractor's computer system shall be protected by virus protection software that is regularly upgraded with all issued manufacturer's updates throughout the life of the contract.  
Electronic mail (E-mail) MAPI compatible.

### 1.4 RELATED INFORMATION

#### 1.4.1 QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

#### 1.4.2 Contractor Quality Control(CQC) Training

The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

## 1.5 CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

## 1.6 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the following items:

### 1.6.1 Administration

#### 1.6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

#### 1.6.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

#### 1.6.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

#### 1.6.1.4 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

#### 1.6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective

of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

#### 1.6.2 Finances

##### 1.6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

##### 1.6.2.2 Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

#### 1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451A, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

##### 1.6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01451A, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

##### 1.6.3.2 Deficiency Tracking.

The Contractor shall use QCS to track deficiencies. Deficiencies

identified by the Contractor will be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

#### 1.6.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

#### 1.6.3.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 200.

#### 1.6.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

#### 1.6.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

#### 1.6.4 Submittal Management

The Government will provide the initial submittal register, ENG Form 4288, SUBMITTAL REGISTER, in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

#### 1.6.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts", or Section 01320A, PROJECT SCHEDULE, as applicable. This schedule shall be input and maintained in the QCS database either manually

or by using the Standard Data Exchange Format (SDEF) (see Section 01320A PROJECT SCHEDULE). The updated schedule data shall be included with each pay request submitted by the Contractor.

#### 1.6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

#### 1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

#### 1.8 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

##### 1.8.1 File Medium

The Contractor shall submit required data on 3-1/2 inch double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

##### 1.8.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

##### 1.8.3 File Names

The Government will provide the file names to be used by the Contractor with the QCS software.

#### 1.9 MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be

returned. The Government will not process progress payments until an acceptable QCS export file is received.

1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

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SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.1.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items where specified and as designated by the Contracting Officer. Within the terms of Clause titled "SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION", all such items are considered to be "shop drawings".

1.1.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.2 APPROVED SUBMITTALS

The approval of submittals by the Contracting Officer shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist in as much as the Contractor, under the Contractor Quality Control (CQC) requirements of this contract, is responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be given consideration unless accompanied by an explanation as to why a substitution is necessary.

1.2.1 Other Designated Approving Authority

In the column titled "REVIEWER" on the submittal register ENG FORM 4288, or equivalent RMS form, the designated approving authority for each submittal requiring Government Approval is identified by an acronym. Following is a list of acronym used and their full description:

AO Corps of Engineers Area Office

REA Corps of Engineers Real Estate Division

ECD Engineering and Construction Division

1.3 DISAPPROVED SUBMITTALS

When a submittal is returned to the Contractor and marked "DISAPPROVED" or "APPROVED AS NOTED, REVISE AND RESUBMIT", the Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the



initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

#### 1.4 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

#### PART 2 PRODUCTS (Not Applicable)

#### PART 3 EXECUTION

##### 3.1 GENERAL

The Contractor shall submit all items listed on the Submittal Register (ENG FORM 4288) or specified in the other Sections of these specifications. The Contracting Officer may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective Sections. Units of weights and measures used on all submittals shall be the same as used in the contract drawings. Submittals shall be made in the required number of copies and to the applicable Area Office. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked, stamped in accordance with ARTICLE 3.9, STAMPS, and approved by the CQC representative. Each respective transmittal form (ENG FORM 4025) shall be signed and dated by the CQC representative certifying that the accompanying submittal complies with the contract requirements. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals including parts list; certifications; warranties and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby.

##### 3.2 SUBMITTAL REGISTER (ENG FORM 4288)

In SECTION 01999 is one set of the ENG FORM 4288 listing each item for which submittals are required by the specifications. The Contractor shall complete filling out the blanks on the form in columns a, q, r, s, t, u and v, and return two (2) completed copies to the Contracting Officer for approval within ten (10) calendar days after receipt of the Notice to Proceed. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. This register and progress schedules shall be coordinated and updated regularly by the Contractor.

##### 3.2.1 Resident Management System (RMS)

Reference is made to the RMS specified in PART 3 of SECTION 01451, CONTRACTOR QUALITY CONTROL and the applicable SUBMITTAL INFORMATION form enclosed in SECTION 01999. The Contractor is not required to make duplicate submittals and shall use the RMS form in lieu of ENG FORM 4288. An RMS software module will be supplied to the Contractor for running and utilizing the RMS program.

### 3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with pertinent drawings shall be so scheduled. Adequate time (a minimum of 10 calendar days exclusive of mailing time) shall be allowed on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

### 3.4 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG FORM 4025) is available at the Area Office, and shall be used for submitting both Government approved and information only submittals in accordance with instructions on the reverse side of the form. These forms will be furnished to the Contractor or may be copied from the copy provided by the Area Office. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

### 3.5 DEVIATIONS

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG FORM 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

### 3.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control its procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register".

### 3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval (GA), the submittal will be identified as having received approval by being so stamped and dated. The distribution of approved copies will be as specified in Clause titled "SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION".

#### 3.7.1 Reservation of Rights

The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications and will not prevent the Contracting Officer from requiring removal and replacement if nonconforming material is incorporated in the work. This does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

### 3.8 INFORMATION ONLY SUBMITTALS



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SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Quality Control Plan; GA-AOF

Submit in writing a Quality Control Plan within thirty (30) calendar days after receipt of Notice to Proceed.

SD-09 Reports

Daily Inspection Report; FIO

Submit a Daily Inspection Report within 24 Hours after any calendar day the Contractor is on the job site.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with Clause titled "INSPECTION OF CONSTRUCTION." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both on-site and off-site, and shall be keyed to the proposed construction sequence.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 10 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of Clause titled "INSPECTION OF CONSTRUCTION." The plan shall identify personnel, procedures, control, instructions, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

### 3.2.2 Content of the CQC Plan

The CQC plan shall include, as a minimum, the following to cover all construction operations, both on-site and off-site, including work by subcontractors:

- a. Information required in the paragraph titled "IMPLEMENTATION OF GOVERNMENT RESIDENT MANAGEMENT SUSTEM (RMS)" shall be incorporated into the Contractor's Quality Control plan, as applicable.
- b. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC system manager who shall report to the project superintend.
- c. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- d. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities and responsibilities. Copies of these letters shall also be furnished to the Government.
- e. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors. These procedures shall be in accordance with SECTION 01330, "SUBMITTAL PROCEDURES".
- f. Procedures for tracking preparatory, initial, and follow-up control phases, including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks and has separate control requirements. This list shall be as agreed upon during the coordination meeting.

### 3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in its CQC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

### 3.2.4 Changes to Plan

After acceptance of the QC plan, the Contractor shall submit any proposed QC plan changes to the Contracting Officer in writing a minimum of 7 calendar days prior to the proposed implementation date for the change. Changes to the plan shall not be made prior to the Contracting Officer's approval of the change.

### 3.3 COORDINATION MEETING

Immediately after adjournment of the required Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the Quality Control Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. A draft copy of the CQC Plan shall be provided to the Government at least three working days prior to the CQC meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, administration of the system for both on-site and off-site work, and the interrelationship of the Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting will be prepared by the Government and are to be signed by both the Contractor and the Contracting Officer or the Contracting Officer's Representative. The minutes shall be separate from the Preconstruction Conference minutes and shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

#### 3.3.1 Finalize CQC Plan

Immediately following the Preconstruction Conference, the Contractor shall finalize the CQC plan, taking into account comments made at the conference, and shall formally submit the CQC plan for acceptance. The Contractor shall allow up to 10 calendar days for review and acceptance of the finalized submittal.

### 3.4 QUALITY CONTROL ORGANIZATION

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer.

#### 3.4.1 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the on site work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. This CQC System Manager shall be a construction person with a minimum of 3 years in related work. This CQC system manager shall be on site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

### 3.4.2 Additional Requirements

In addition to the above experience and education requirements the CQC System Manager shall have completed the course titled "Construction Quality Management For Contractors". This course is periodically offered at one or more of the Area Offices within the District.

### 3.4.3 Organizational Changes

The Contractor shall obtain Contracting Officer's acceptance before replacing any member of the CQC staff. Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement.

### 3.5 SUBMITTALS

Submittals shall be as specified in SECTION 01330 "SUBMITTAL PROCEDURES". The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements.

### 3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors, complies with the requirements of the contract. The controls shall be adequate to cover all construction operations and will be keyed to the proposed construction sequence. The controls shall include at least three phases of control to be conducted by the CQC system manager for all definable features of work, as follows:

#### 3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work and shall include:

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract plans.
- c. A check to assure that all required submissions have been made and approved.
- d. A check to assure that provisions have been made to provide required control inspection.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- g. Discussion of procedures for constructing the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that phase of work.
- h. A check to ensure that the CQC plan for the work to be performed has been accepted by the Contracting Officer.
- i. The Government shall be notified at least 24 hours in advance of



beginning any of the required action of the preparatory phase. This phase shall include a meeting conducted by the CQC system manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by a completed Preparatory Inspection Checklist and by separate minutes prepared by the CQC system manager and attached to the daily QC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract requirements.

#### 3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verification of full contract compliance. Verify required control inspection.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. A completed initial inspection checklist of this phase shall be prepared by the CQC system manager and attached to the daily QC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

#### 3.6.3 Follow-up Phase

Daily checks shall be performed to assure continuing compliance with contract requirements until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work.

#### 3.6.4 Implementation of Government Resident Management System (RMS)

The Contractor shall utilize the Government-furnished CQC Management Report, NCE Form 63 for its daily reports. (Copy enclosed in SECTION 01999 ). Other Contractor desired reporting forms may be used in addition to this form. The Contractor shall use a government-furnished RMS CQC computer module for managing the quality control for this project. On the Government-furnished Input Forms in SECTION 01999 for use with the RMS, the Contractor shall provide the following information:

- (1) Prime Contractor staffing
- (2) letter codes which the Contractor wishes to use in addition to those supplied with the program libraries. A list of current existing codes is provided in SECTION 01999.
- (3) subcontractor information showing trade, name, address, and insurance expiration dates
- (4) Definable features of work from a Government provided dictionary (may be expanded by the Contractor, as approved).
- (5) Pay activity and activity information, including minimum and maximum durations for each activity on a separate listing. The sum of all activity values shall equal the contract amount and, all Bid Items and Additives shall be separately identified, in accordance with the BIDDING SCHEDULE. Bid Items may include multiple activities, but activities may only be assigned to one such Bid Item. All of the data listed in this Subpart 6 shall be provided and the RMS CQC module shall be completed to the satisfaction of the Contracting Officer prior to any contract payments (except payments for bonds, insurance and/or mobilization as approved by the Contracting Officer) and shall be updated as required.
- (6) Required Quality Control tests (as applicable) tied to individual activities. The QC Reports/QC Requirements function of the RMS QC Module will be used to meet the requirements for tracking of verification and acceptance testing specified in the paragraph titled "Content of the CQC Plan".
- (7) Submittal information relating to specification section, bid item number, description, activity number, review period and expected procurement period
- (8) User schooling information (as applicable).

The above items shall be incorporated into the required submittal for the Contractor's Quality Control Plan required in the paragraph titled "QUALITY CONTROL PLAN" of this Section.

- a. During the course of the contract, the Contractor will receive various Quality Assurance comments from the Government that will reflect corrections needed to Contractor activities or reflect outstanding or future items needing the attention of the Contractor. The Contractor shall acknowledge receipt of these comments by specific number reference on its Daily CQC Report, and will also reflect on his Daily CQC Report when these items are specifically completed or corrected to permit Government verification. The contractor will use the QC COMMENTS function of the RMS QC Module to meet the requirements for tracking construction deficiencies as specified in paragraph titled, "Content of the CQC Plan".
- b. The Contractor's schedule system shall include, as specified and separate activities, all Preparatory Phase Meetings (inspections); all O&M Manuals (as applicable) and all Test Plans of Electrical and Mechanical Equipment or Systems that require validation testing or instructions to Contracting Officer Representatives (as applicable).

### 3.6.5 Additional Preparatory and Initial Phases

Additional preparatory and initial phases may be conducted on the same definable features of work as determined by the Government if the quality of on-going work is unacceptable; or if there are changes in the applicable QC staff or in the on-site production supervision or work crew; or if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

### 3.7 DOCUMENTATION

The Contractor shall maintain Daily Inspection Report of quality control operations, activities, and tests performed, including the work of subcontractors. These records shall be on an acceptable form and shall include factual evidence that required quality control activities and/or tests have been performed, including but not limited to the following:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed today, giving location, description, and by whom. For dredging projects, the report shall always include the character and types of materials removed. Whenever there is a significant change in the materials, the location of such change shall be included in the reports.
- d. Control activities performed with results and references to specifications/plan requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Identify submittals reviewed, with contract reference, by whom, and action taken.
- f. Off-site surveillance activities, including actions taken.
- g. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- h. List instructions given/received and conflicts in plans and/or specifications.
- i. Contractor's verification statement.
- j. These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that the workmanship complies with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. All calendar days shall be accounted for throughout the life of the contract. The first report following a period of no work shall be for that day and all the no-work days since the last reported work day. Reports shall be sequentially numbered for this project, signed and dated by the CQC system manager. The report from

the CQC system manager shall include copies of reports prepared by all subordinate quality control personnel.

### 3.8 SAMPLE FORMS

Sample forms for the CQC Management Report, Preparatory Inspection Checklist, Initial Inspection Checklist, and other required reports and plans are enclosed in SECTION 01999. The Contractor shall tailor the checklists to include all reporting and quality control requirements specific to this project.

### 3.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor or subcontractor.

--End of Section--

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01999

LISTING OF ENCLOSED DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

PART 1 GENERAL

1.1 ENCLOSURES

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section Table of Contents --

SECTION 01999

LISTING OF ENCLOSED DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

PART 1 GENERAL

1.1 ENCLOSURES

This Section contains documents referenced in other Sections of the specifications. They are consolidated in this Section for the convenience of the Contractor and the Government. The Contractor may reproduce the enclosed forms for it's use or obtain a supply of the forms from the Contracting Officer.

LIST OF ENCLOSED DOCUMENTS

CONSTRUCTION QUALITY MANAGEMENT REPORT - NCE FORM 63, 6 MAY 77. (2 Sides)

PREPARATORY INSPECTION CHECKLIST (3 SIDES)

INITIAL INSPECTION CHECKLIST (2 SIDES)

ACCIDENT PREVENTION PROGRAM ACTIVITY HAZARD ANALYSIS- NCE FORM 129, 6 JUNE 1986.

RESIDENT MANAGEMENT SYSTEM FORMS

A. CURRENT ACTIVITY SYSTEM FORMS

B. INITIAL INSPECTION WORKSEET

C. PREPARATORY INSPECTION WORKSHEET

D. CONTRACTOR QUALITY CONTROL REPORT

E. TRANSMITTAL SHEET (4025 - R)

SUBMITTAL REGISTER - ENG FORM 4288, MAY 91

DAILY REPORT OF OPERATIONS - HOPPER DREDGES-  
ENG FORM 27A, 1 APR 73 (2 SIDES)

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR  
MANUFACTURER'S CERTIFICATIONS OF COMPLIANCE ENG FORM 4025, MAY 91  
(2 SIDES)

REPORT OF OPERATIONS - PIPELINE, DIPPER OR BUCKET DREDGES -ENG  
FORM 4267, JAN 70 (2 SIDES)

NOTICE TO MARINERS FORM

OVERDEPTH AND SHOAL TOLERANCE DRAWINGS

DISPOSAL PERMIT

BENCHMARKS AND HORIZONTAL CONTROL DATA

FY04 M/D DULUTH/SUPERIOR HARBOR, MN/WI

GENERAL DECISION NO. IL0030018

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

--End of Section--

CONSTRUCTION QUALITY CONTROL MANAGEMENT

DATE \_\_\_\_\_ REPORT \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_ CONTRACT NO. \_\_\_\_\_  
PROJECT NAME \_\_\_\_\_ LOCATION \_\_\_\_\_  
WEATHER TYPE \_\_\_\_\_ TEMP. MAX \_\_\_\_\_ MIN \_\_\_\_\_ RAINFALL \_\_\_\_\_ GAGE READING \_\_\_\_\_  
EMPLOYEES: SUPV. \_\_\_\_\_ SKILLED \_\_\_\_\_ LABORERS \_\_\_\_\_ LENGTH OF SHIFT \_\_\_\_\_ HR \_\_\_\_\_

WORK RESPONSIBILITY: NAME (PRIME OR SUBCONTRACTOR) AND AREA OF RESPONSIBILITY .

- A. \_\_\_\_\_  
B. \_\_\_\_\_  
C. \_\_\_\_\_  
D. \_\_\_\_\_  
E. \_\_\_\_\_

WORK PERFORMED TODAY: (LOCATION, DESCRIPTION, QUANTITY AND RESPONSIBILITY BY LETTER REFERENCE  
( Relate to Items on the Progress Chart or CPM)

INSPECTION: (DESCRIPTION OF INSPECTION AND LOCATION. INCLUDE OFF-SITE, MATERIALS AND EQUIPMENT INSPECTION.)

A. PREPARATORY PHASE:

B. INITIAL PHASE:

C. CONTINUOUS PHASE:

RESULTS OF INSPECTION: (INCLUDE FINDINGS, DEFICIENCIES OBSERVED & CORRECTIVE ACTION)



RESULTS OF SURVEILLANCE CONTINUED:

---

TEST PERFORMED: TYPE, LOCATION, RESULTS INCLUDING FAILURES & REMEDIAL ACTION,  
(ATTACH COPY OF TEST REPORT OR NOTATION WHEN IT WILL BE FURNISHED.)

---

WORK ITEMS BEHIND SCHEDULE: REASON, EFFECT ON PROGRESS SCHEDULE AND ACTION TAKEN.

---

JOB SAFETY: (REPORT CONDITIONS, DEFICIENCIES, CORRECTIVE ACTION & RESULTS.)

---

REMARKS: LIST ATTACHMENT AND OTHER MANAGEMENT ACTIONS TAKEN TO ASSURE QUALITY  
CONSTRUCTION

IF INSPECTION & RESULTS ARE NOT LISTED THEN IT IS ASSUMED THAT QUALITY CONTROL IS NOT BEING  
IMPLEMENTED.  
THE ABOVE REPORT IS COMPLETE AND CORRECT AND ALL MATERIALS & SUPPLIES INCORPORATED IN THE  
WORK ARE IN COMPLIANCE WITH THE TERMS OF THE CONTRACT EXCEPT AS NOTED:

---

CONTRACTOR'S APPROVED REPRESENTATIVE SIGNATURE

## PREPARATORY INSPECTION CHECKLIST

CONTRACT NO:\_\_\_\_\_ DATE:\_\_\_\_\_

TITLE:\_\_\_\_\_ SPECS. SECTION:\_\_\_\_\_

MAJOR DEFINABLE SEGMENT OF WORK:\_\_\_\_\_

### A. PERSONNEL PRESENT:

	<u>NAME</u>	<u>POSITION</u>	<u>COMPANY</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

### B. TRANSMITTAL INVOLVED:

	<u>NUMBER &amp; ITEM</u>	<u>CODE</u>	<u>CONTRACTOR OR GOVERNMENT APPROVAL</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

## PREPARATORY INSPECTION CHECKLIST

B-I. Have all items involved been approved Yes\_\_\_\_\_ No\_\_\_\_\_

B-II. What item have not been approved?

<u>ITEM</u>	<u>STATUS</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

C. Are all materials on hand? Yes\_\_\_\_No\_\_\_\_\_

C-I. Are all materials on hand accordance with approvals? Yes\_\_\_\_No\_\_\_\_\_

C-II. Items not on hand or not in accordance with transmittals:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

D. Test required in accordance with contract requirements:

<u>TEST</u>	<u>PARAGRAPH</u>
1. _____	_____
2. _____	_____
3. _____	_____

## PREPARATORY INSPECTION CHECKLIST

### E. ACCIDENT PREVENTION PREPLANNING – HAZARD CONTROL MEASURES:

#### E-1 Applicable Outlines )Attach completed copies):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

#### E-II Operational Equipment Checklist

##### ATTACHED FOR:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

##### ON FILE FOR:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

\_\_\_\_\_  
QUALITY CONTROL – PRIME CONTRACTOR

Page 3 of 3

INITIAL INSPECTION CHECKLIST

CONTRACT NO: \_\_\_\_\_ DATE: \_\_\_\_\_

Description and Location of Work Inspected: \_\_\_\_\_

\_\_\_\_\_ Specs. Section: \_\_\_\_\_

REFERENCE CONTRACT DRAWING:

\_\_\_\_\_

A. PERSONNEL PRESENT :

	NAME	POSITION	COMPANY
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

B. MATERIALS BEING USED ARE IN STRICT COMPLIANCE WITH THE CONTRACT PLANS

AND SPECIFICATION: YES \_\_\_\_\_ NO \_\_\_\_\_

IF NOT, EXPLAIN: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## INITIAL INSPECTION CHECKLIST

C. PROCEDURES AND WORK METHODS WITNESSED ARE IN STRICT COMPLIANCE WITH THE REQUIREMENTS OF THE CONTRACT SPECIFICATIONS: YES\_\_\_\_ NO\_\_\_\_

IF NOT, EXPLAIN: \_\_\_\_\_

\_\_\_\_\_

D. WORKMANSHIP IS ACCEPTABLE: YES\_\_\_\_ NO\_\_\_\_ STATE AREAS WHERE IMPROVEMENT IS NEEDED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E. SAFETY VIOLATIONS AND CORRECTIVE ACTION TAKEN: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
QUALITY CONTROL REPRESENTATIVE

ACCIDENT PREVENTION PROGRAM  
ACTIVITY HAZARD ANALYSIS

Page    of   

1. Contract No.	2. Project	3. Facility
4. Date	5. Location	6. Estimated Start Date

7. Item	8. Phase of Work	9. Safety Hazard	10. Precautionary Action Taken

11. Contractor (Signature & Date)
-----------------------------------

12. Report discussed with contractor/ superintendent on	13. Contracting Officer (Signature & Date)
---	--



US Army Corps  
of Engineers

## Current Activity Summary

08 Jul 2002

Project Name: Repair of North & South Piers, Baloney Harbor, MI  
Contract Number: DACW35-02-C-####

Location Name

Activity Number	Activity Description	QUANTITY	UNIT PRICE	AMOUNT
<b>CLIN 0001</b>	<b>North and South Pier Repairs</b>	<b>1</b>	<b>\$3,437,787.18 / LS</b>	<b>\$3,437,787.18</b>
1001	Bonds			\$49,136.00
1002A	Prepare & Mobilize Equipment			\$94,864.00
1002B	Prepare Site			\$72,500.00
1002C	Office Trailers & Utilities			\$22,500.00
1003A	Demobilize Equipment			\$5,000.00
1003B	Site Restoration			\$2,500.00
1003C	As-Built Drawings			\$2,500.00
1004A	Furnish SSP			\$750,000.00
1004B	Furnish Special Piles			\$50,000.00
1004C	Furnish SSP Pile Shoes			\$30,000.00
1004D	Fabricate Template			\$6,000.00
1004E	Excavate Driving Line			\$100,000.00
1004F	Set & Drive SSP			\$500,000.00
1004G	Backfill Driving Line			\$50,000.00
1004I	South Driving Line Obstruction Removal			\$117,787.18
1005A	Furnish Misc. Steel			\$193,000.00
1005B	Furnish Tie-Rods			\$20,000.00
1005C	Furnish Plate Washers			\$15,000.00
1005D	Furnish Fastners			\$12,000.00
1005E	Place Misc. Steel			\$280,000.00
1006A	Demo Concrete & Remove (Rubblemound)			\$100,000.00
1006B	Excavate Existing Cribbs (Rubblemound Area)			\$185,000.00
1006C	Disposal of Demo Materials (Rubblemound Area)			\$25,000.00
1007A	Furnish H-Pile Materials			\$22,800.00
1007B	Install H-Piles			\$27,200.00
1008A	Furnish Rebar			\$135,000.00
1008B	Place Concrete (2000 CY @ \$250.00/CY)			\$500,000.00
1009A	Furnish Handrails			\$60,000.00
1009B	Place Handrails			\$7,000.00
1009C	Paint Handrails			\$3,000.00
				<b>\$3,437,787.18</b>
<b>CLIN 0002</b>	<b>Fill Stone:</b>	<b>0</b>	<b>\$0.00 / NA</b>	<b>\$0.00</b>
	No Activities Assigned to this Bid Item.			
<b>CLIN 0002AA</b>	<b>First 18,000 tons</b>	<b>18,000</b>	<b>\$22.50 / TN</b>	<b>\$405,000.00</b>
2001	Furnish & Place Fill Stone - 1st 18,000 Tons			\$405,000.00
				\$405,000.00
<b>CLIN 0002AB</b>	<b>Over 10,000 tons</b>	<b>2,000</b>	<b>\$22.50 / TN</b>	<b>\$45,000.00</b>
2101	Furnish & Place Fill Stone - Over 18,000 Tons			\$45,000.00
				\$45,000.00
<b>CLIN 0003</b>	<b>Underlayer Stone:</b>	<b>0</b>	<b>\$0.00 / NA</b>	<b>\$0.00</b>
	No Activities Assigned to this Bid Item.			
<b>CLIN 0003AA</b>	<b>First 4,500 Tons</b>	<b>4,500</b>	<b>\$31.50 / TN</b>	<b>\$141,750.00</b>
3001	Furnish & Place Underlayer Stone - 1st 4,500 Tons			\$141,750.00
				\$141,750.00
<b>CLIN 0003AB</b>	<b>Over 4,500 tons</b>	<b>450</b>	<b>\$31.50 / TN</b>	<b>\$14,175.00</b>
3101	Furnish & Place Underlayer Stone - Over 4,500 Tons			\$14,175.00
				\$14,175.00
<b>CLIN 0004</b>	<b>Scour Stone:</b>	<b>0</b>	<b>\$0.00 / NA</b>	<b>\$0.00</b>





US Army Corps  
of Engineers

## Current Activity Summary

08 Jul 2002

Project Name: Repair of North & South Piers, Baloney Harbor, MI  
Contract Number: DACW35-02-C-####

Location Name

Activity Number	Activity Description	QUANTITY	UNIT PRICE	AMOUNT
<b>CLIN 0004</b>	<b>Scour Stone: (Continued)</b>	<b>0</b>	<b>\$0.00 / NA</b>	<b>\$0.00</b>
No Activities Assigned to this Bid Item.				
<b>CLIN 0004AA</b>	<b>First 3,500 tons</b>	<b>3,500</b>	<b>\$27.50 / TN</b>	<b>\$96,250.00</b>
4001	Furnish & Place Scour Stone - 1st 3,500 Tons			\$96,250.00
				\$96,250.00
<b>CLIN 0004AB</b>	<b>Over 3,500 tons</b>	<b>600</b>	<b>\$27.50 / TN</b>	<b>\$16,500.00</b>
4101	Furnish & Place Scour Stone - Over 3,500 Tons			\$16,500.00
				\$16,500.00
<b>CLIN 0005</b>	<b>Bedding Stone:</b>	<b>0</b>	<b>\$0.00 / NA</b>	<b>\$0.00</b>
No Activities Assigned to this Bid Item.				
<b>CLIN 0005AA</b>	<b>First 3,000 tons</b>	<b>3,000</b>	<b>\$28.00 / TN</b>	<b>\$84,000.00</b>
5001	Furnish & Place Bedding Stone - 1st 3,000 Tons			\$84,000.00
				\$84,000.00
<b>CLIN 0005AB</b>	<b>Over 3,000 tons</b>	<b>600</b>	<b>\$28.00 / TN</b>	<b>\$16,800.00</b>
5101	Furnish & Place Bedding Stone - Over 3,000 Tons			\$16,800.00
				\$16,800.00
<b>CLIN 0006</b>	<b>Armor Stone:</b>	<b>0</b>	<b>\$0.00 / NA</b>	<b>\$0.00</b>
No Activities Assigned to this Bid Item.				
<b>CLIN 0006AA</b>	<b>First 6,000 tons</b>	<b>6,000</b>	<b>\$34.00 / TN</b>	<b>\$204,000.00</b>
6001	Furnish & Place Armor Stone - 1st 6,000 Tons			\$204,000.00
				\$204,000.00
<b>CLIN 0006AB</b>	<b>Over 6,000 tons</b>	<b>825</b>	<b>\$34.00 / TN</b>	<b>\$28,050.00</b>
6101	Furnish & Place Armor Stone - Over 6,000 Tons			\$28,050.00
				\$28,050.00
Sum of CLINs				\$4,489,312.18
Sum of Activities				\$4,489,312.18
Difference				\$0.00

## INITIAL INSPECTION WORKSHEET

DEFINABLE FEATURE OF WORK : Site Cast Concrete

### A. ACTIVITIES INCLUDED UNDER Site Cast Concrete -

ABC Company, Inc

1008A	Furnish Rebar	\$135,000.00
1008B	Place Concrete (2000 CY @ \$250.00/CY)	\$500,000.00
		<hr/> \$635,000.00

### B. QUALITY CONTROL REQUIREMENTS -

#### SUBMITTALS REQUIRED -

00700	1	SF 1413 for Subcontracts		Not submitted
03250	1	Expansion Joint Materials	A	Approved
03307	1	Batching and Mixing Equipment	F	Receipt
03307	2	Conveying and Placement Equipment	F	Receipt
03307	3	Reinforcing Steel (Mat Steel, Bar Steel)	A	Approved
03307	4	Concrete Mixture Proportions;	A	Approved
03307	5	Cementitious Material	A	Approved
03307	6	Aggregates	A	Approved
03307	7	Manufacturer's Literature	A	Approved
03307	8	Batching & Mixing Equipment - Redi-Mix	F	Receipt
03307	9	Conveying & Placing Equipment - Redi-Mix	F	Receipt
03307	10	Concrete Mix Proportions - Redi-Mix	A	Approved
03307	11	Cementitious Material - Redi-Mix	A	Approved
03307	12	Aggregates - Redi Mix	A	Approved
03307	13	Manufacturer's Data; AEA - Redi-Mix	A	Approved
03307	14	Manufacturer's Data; WRA - Redi-Mix	A	Approved
05500	2	Welders	F	Receipt
05552	4	Mill Certs - Ladder Grab Rails	A	Approved

#### QC TESTS -

CT # 00001	Obtain 1 Cylinder for strength testing at 7 days and 2 Cylinders for 28 days. Minimum of one set per day or 1 set per every 150 CY placed. (ASTM C-94) Required strength at 7 Days = 2,800 p.s.i.; 28 Days = 4,000 p.s.i.	Not Performed
CT # 00002	Check Batch slips for water/cement ratio not to exceed 0.40 by weight	Not Performed
CT # 00003	Check Slump at both mixer and discharge ends: Pumped = 3" - 7" at discharge Maximum of 5" at Mixer if no admixture used Maximum of 7" at mixer if admixture is used 2 checks per shift is minimum required	Not Performed
CT # 00004	2 Air Content tests required per shift. Check approved mix design for maximum and minimum values acceptable.	Not Performed

### C. QA/QC PUNCH LIST ITEMS -

## INITIAL INSPECTION WORKSHEET

DEFINABLE FEATURE OF WORK : Site Cast Concrete

### C. QA/QC PUNCH LIST ITEMS - Cont.

INCLUDE ADDITIONAL COMMENTS ON DAILY REPORT

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### D. LABOR RATES -

LABOR CLASSIFICATIONS	BASIC RATE	FRINGE BENEFITS	PLUS %	TOTAL WAGE/HR
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>

### E. INSPECTION CHECKS -

IN COMPLIANCE  
Yes/ No/ NA

- |   |       |       |       |
|---|-------|-------|-------|
| 1. Check rebar for proper bar sizes, per approved shop drawings.  | <hr/> | <hr/> | <hr/> |
| 2. Check for 3" clearance of rebar from form sides and top surface.   | <hr/> | <hr/> | <hr/> |
| 3. Check for proper use of concrete vibrators   | <hr/> | <hr/> | <hr/> |
| 4. Check for correct finish elevations.   | <hr/> | <hr/> | <hr/> |
| 5. Concrete finish shall meet approval of on-site Government Representative. Make sure all finishers are aware of approved finishing method and degree of brooming. | <hr/> | <hr/> | <hr/> |
| 6. Ensure embedded items are not displaced during placement and finishing of the concrete.  | <hr/> | <hr/> | <hr/> |
| 7. <hr/>  | <hr/> | <hr/> | <hr/> |
| 8. <hr/>  | <hr/> | <hr/> | <hr/> |
| 9. <hr/>  | <hr/> | <hr/> | <hr/> |
| 10. <hr/>   | <hr/> | <hr/> | <hr/> |

### F. JOB SITE SAFETY -

IN COMPLIANCE  
Yes/ No/ NA

- |   |       |       |       |
|---|-------|-------|-------|
| 1. All employees working over water are required to wear workvests (PFDs)           | <hr/> | <hr/> | <hr/> |
| 2. All employees are to wear hard hats.   | <hr/> | <hr/> | <hr/> |
| 3. Concrete Pump must be shut down prior to cleaning.                               | <hr/> | <hr/> | <hr/> |
| 4. Review Activity Hazard Analysis for Concrete Work prior to performing this work. | <hr/> | <hr/> | <hr/> |
| 5. <hr/>  | <hr/> | <hr/> | <hr/> |
| 6. <hr/>  | <hr/> | <hr/> | <hr/> |
| 7. <hr/>  | <hr/> | <hr/> | <hr/> |
| 8. <hr/>  | <hr/> | <hr/> | <hr/> |

### G. QA Evaluation Notes -

DISCUSSED  
Yes/ No/ NA

- |          |       |       |       |
|----------|-------|-------|-------|
| 1. <hr/> | <hr/> | <hr/> | <hr/> |
| 2. <hr/> | <hr/> | <hr/> | <hr/> |
| 3. <hr/> | <hr/> | <hr/> | <hr/> |
| 4. <hr/> | <hr/> | <hr/> | <hr/> |

**PREPARATORY INSPECTION WORKSHEET**

DEFINABLE FEATURE OF WORK : Site Cast Concrete

**A. ACTIVITIES INCLUDED UNDER Site Cast Concrete -**

ABC Company, Inc.

1008A	Furnish Rebar	\$135,000.00
1008B	Place Concrete (2000 CY @ \$250.00/CY)	\$500,000.00
		<hr/> \$635,000.00

**B. QUALITY CONTROL REQUIREMENTS -****SUBMITTALS REQUIRED -**

00700	1	SF 1413 for Subcontracts		Not submitted
03250	1	Expansion Joint Materials	A	Approved
03307	1	Batching and Mixing Equipment	F	Receipt
03307	2	Conveying and Placement Equipment	F	Receipt
03307	3	Reinforcing Steel (Mat Steel, Bar Steel)	A	Approved
03307	4	Concrete Mixture Proportions;	A	Approved
03307	5	Cementitious Material	A	Approved
03307	6	Aggregates	A	Approved
03307	7	Manufacturer's Literature	A	Approved
03307	8	Batching & Mixing Equipment - Redi-Mix	F	Receipt
03307	9	Conveying & Placing Equipment - Redi-Mix	F	Receipt
03307	10	Concrete Mix Proportions - Redi-Mix	A	Approved
03307	11	Cementitious Material - Redi-Mix	A	Approved
03307	12	Aggregates - Redi Mix	A	Approved
03307	13	Manufacturer's Data; AEA - Redi-Mix	A	Approved
03307	14	Manufacturer's Data; WRA - Redi-Mix	A	Approved
05500	2	Welders	F	Receipt
05552	4	Mill Certs - Ladder Grab Rails	A	Approved

**C. QA/QC PUNCH LIST ITEMS -**

INCLUDE ADDITIONAL COMMENTS ON DAILY REPORT

---



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**D. LABOR RATES -**

LABOR CLASSIFICATIONS	BASIC RATE	FRINGE BENEFITS	PLUS %	TOTAL WAGE/HR
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>

## PREPARATORY INSPECTION WORKSHEET

DEFINABLE FEATURE OF WORK : Site Cast Concrete

### E. REVIEW CONTRACT DRAWINGS AND SPECIFICATIONS -

DRAWING / SPEC. NO

COMMENTS / CONFLICTS

_____	_____
_____	_____
_____	_____

DISCUSSED

Yes/ No/ NA

- |    |       |       |       |
|----|-------|-------|-------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |

### F. REPETITIVE DEFICIENCIES FOUND ON PREVIOUS PROJECTS -

DISCUSSED

Yes/ No/ NA

- |    |       |       |       |
|----|-------|-------|-------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |

### G. INSPECTION CHECKS -

IN COMPLIANCE

Yes/ No/ NA

- |    |       |       |       |
|----|-------|-------|-------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |

### H. JOB SITE SAFETY -

IN COMPLIANCE

Yes/ No/ NA

- |    |       |       |       |
|----|-------|-------|-------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |

### I. QUALITY ASSURANCE EVALUATION NOTES -

DISCUSSED

Yes/ No/ NA

- |    |       |       |       |
|----|-------|-------|-------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |

<b>CONTRACTORS QUALITY CONTROL REPORT (QCR)</b> <b>DAILY LOG OF CONSTRUCTION - CIVIL</b>		REPORT NUMBER 92                      Page 1 of 2																					
		DATE 22 Jun 2001 - Friday																					
PROJECT North & South Pier Repair, Baloney Harbor, MI		CONTRACT NUMBER DACW35-02-C-####    NA																					
CONTRACTOR ABC Company, Inc. 555 Imagination Road, Fantasy, MI 49494		WEATHER Weather Caused No Delay Temperature Min 80 °F, Max 63 °F; 0.01 IN Precipitation; 10 MPH Wind																					
<b>QC NARRATIVES</b>  <b>Activities in Progress:</b> Set and drove 24 sheets of SSP  Installing Miscellaneous Steel Waler sections c/s 4+00W to 4+50W  123 Tons of Fill stone placed between existing structure and req'd SSP wall from c/s 6+25 W to 6+75W.  <b>Safety Inspection / Safety Meetings:</b> Weekly Safety Meeting held today - Use of PPE - Hrad hats & Work Vests																							
<b>PREP/INITIAL DATES</b> (Preparatory and initial dates held and advance notice)  <b>A preparatory inspection was held today for the following feature:</b> Miscellaneous Steel & Handrail  <b>An initial inspection was held today for the following feature:</b> Miscellaneous Steel & Handrail																							
<b>ACTIVITY START/FINISH</b>  <b>The following activity was started today:</b> <table border="0"> <tr> <td><u>Activity No</u></td> <td><u>Description</u></td> </tr> <tr> <td>2001</td> <td>Furnish &amp; Place Fill Stone - 1st 18,000 Tons</td> </tr> </table> <b>No activities were finished today</b>				<u>Activity No</u>	<u>Description</u>	2001	Furnish & Place Fill Stone - 1st 18,000 Tons																
<u>Activity No</u>	<u>Description</u>																						
2001	Furnish & Place Fill Stone - 1st 18,000 Tons																						
<b>QC REQUIREMENTS</b>  <b>The following 4 QC requirements were completed today:</b> <table border="0"> <tr> <td><u>Requirement No</u></td> <td><u>Type</u></td> <td><u>Description</u></td> <td><u>Results</u></td> </tr> <tr> <td>CT-00001</td> <td>QC Testing</td> <td>Check Plumbness of piles during driving</td> <td>Completed</td> </tr> <tr> <td>CT-00002</td> <td>QC Testing</td> <td>Check horizontal placement of piling (Check for Pile-Walk)</td> <td>Completed</td> </tr> <tr> <td>CT-00003</td> <td>QC Testing</td> <td>Check vibratory hammer driving rate for SSP - 12"/minute is the minimum rate. If exceeded, switch to Impact hammer.</td> <td>Completed</td> </tr> <tr> <td>CT-00004</td> <td>QC Testing</td> <td>Video Tape Interlocks of piling after driving SSP</td> <td>Completed</td> </tr> </table>				<u>Requirement No</u>	<u>Type</u>	<u>Description</u>	<u>Results</u>	CT-00001	QC Testing	Check Plumbness of piles during driving	Completed	CT-00002	QC Testing	Check horizontal placement of piling (Check for Pile-Walk)	Completed	CT-00003	QC Testing	Check vibratory hammer driving rate for SSP - 12"/minute is the minimum rate. If exceeded, switch to Impact hammer.	Completed	CT-00004	QC Testing	Video Tape Interlocks of piling after driving SSP	Completed
<u>Requirement No</u>	<u>Type</u>	<u>Description</u>	<u>Results</u>																				
CT-00001	QC Testing	Check Plumbness of piles during driving	Completed																				
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CT-00004	QC Testing	Video Tape Interlocks of piling after driving SSP	Completed																				
<b>QA/QC PUNCH LIST</b> (Describe QC Punch List items issued, Report QC and QA Punch List items corrected)  <b>The following QC Punch List item was issued today:</b> <table border="0"> <tr> <td><u>Item No</u></td> <td><u>Location</u></td> <td><u>Description</u></td> </tr> <tr> <td>QC-00001</td> <td>4+25W</td> <td>Cut-off sheets to finish grade from 4+00W to 4+50W</td> </tr> </table> <b>No Punch List items were corrected today</b>				<u>Item No</u>	<u>Location</u>	<u>Description</u>	QC-00001	4+25W	Cut-off sheets to finish grade from 4+00W to 4+50W														
<u>Item No</u>	<u>Location</u>	<u>Description</u>																					
QC-00001	4+25W	Cut-off sheets to finish grade from 4+00W to 4+50W																					
<b>CONTRACTORS ON SITE</b> (Report first and/or last day contractors were on site)  <b>No contractors had their first or last day on site today</b>																							
<b>LABOR HOURS</b>  <b>The following labor hours were Reported today:</b> <table border="0"> <tr> <td><u>Employer</u></td> <td><u>Labor Classification</u></td> <td><u>Number of Employees</u></td> <td><u>Hours Worked</u></td> </tr> <tr> <td></td> <td>IRONWORKER</td> <td>3.0</td> <td>10.0</td> </tr> <tr> <td></td> <td>PILE DRIVING SETTER</td> <td>2.0</td> <td>10.0</td> </tr> </table>				<u>Employer</u>	<u>Labor Classification</u>	<u>Number of Employees</u>	<u>Hours Worked</u>		IRONWORKER	3.0	10.0		PILE DRIVING SETTER	2.0	10.0								
<u>Employer</u>	<u>Labor Classification</u>	<u>Number of Employees</u>	<u>Hours Worked</u>																				
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<b>CONTRACTORS QUALITY CONTROL REPORT (QCR)</b> <b>DAILY LOG OF CONSTRUCTION - CIVIL</b>		REPORT NUMBER 92		Page 2 of 2
		DATE 22 Jun 2001 - Friday		
PROJECT North & South Pier Repair, Baloney Harbor, MI		CONTRACT NUMBER DACW35-02-C-####		
ABC Company, Inc. PILE DRIVER OPERATOR Total hours worked to date: 30.0		Total	1.0 6.0	10.0 30.0
<b>EQUIPMENT HOURS</b> <b>The following equipment hours were Reported today:</b>				
Equipment ID	Description		Standby Hours	Operating Hours
00000002	Vibratory Hammer		0.0	10.0
00000003	Arc Welder		0.0	8.0
00000004	Crane - 100' Boom		0.0	10.0
Total operating hours to date: 28.0		Total	0.0	28.0
<b>ACCIDENT REPORTING</b> (Describe accidents) <b>No accidents reported today</b>				
CONTRACTOR CERTIFICATION <b>On behalf of the contractor, I certify that this Report is complete and correct and all equipment and material used and work performed during this Reporting period are in compliance with the contract plans and specifications, to the best of my knowledge, except as noted above.</b>				
QC REPRESENTATIVE'S SIGNATURE		DATE	SUPERINTENDENT'S INITIALS	DATE

<b>TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE</b> (Read instructions on the reverse side prior to initiating this form)				DATE 06/06/2002		TRANSMITTAL NO. 02486-37.2		
<b>SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS</b>								(This section will be initiated by the contractor)
TO: Grand Haven Area Office 307 South Harbor Street P. O. Box 629 Grand Haven, MI 49417			FROM: ABC Company, Inc 555 Imagination Park Road Fantasy, MI 49494		CONTRACT NO. DACW35-02-C-#### NA		CHECK ONE: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input checked="" type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL 02486-37.1	
SPECIFICATION SEC. NO. (Cover only one section with each transmittal) 02486			PROJECT TITLE AND LOCATION				CHECK ONE: THIS TRANSMITTAL IS FOR <input checked="" type="checkbox"/> FIO <input type="checkbox"/> GOV'T. APPROVAL	
ITEM NO.  a.	DESCRIPTION OF ITEM SUBMITTED (Type size, model number/etc.)  b.	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. (See instruction no. 8)  c.	NO. OF COPIES  d.	CONTRACT REFERENCE DOCUMENT		FOR CONTRACTOR USE CODE  g.	VARIATION (See Instruction No. 6)  h.	FOR CE USE CODE  i.
e.	f.							
12	Production Test Results	DATA	3	3.2.3.4				F
REMARKS				I certify that the above submitted items have been reviewed in detail and are correct and in the strict conformance with the contract drawings and specifications except as otherwise stated.  <div style="border-top: 1px solid black; width: 100%;"></div> NAME AND SIGNATURE OF CONTRACTOR				
<b>SECTION II - APPROVAL ACTION</b>								
ENCLOSURES RETURNED (List by item No.)			NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY				DATE	



# SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION

FY03 M/D DULUTH/SUPERIOR HARBOR, MN/WI

CONTRACTOR

A C T I V I T Y  N O	T R A N S M I T T A L  N O	S P E C  S E C T	DESCRIPTION	P A R A G # R A P H	G O V T  C L A S S I F I C A T I O N R	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/  DATE RCD FROM	APPROVING AUTHORITY				MAILED TO CONTR/  DATE RCD FRM APPR	REMARKS
						SUBMIT	BY APPROVAL NEEDED	BY MATERIAL NEEDED	A C T I O N  C O D E	DATE OF ACTION		DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	A C T I O N  C O D E	DATE OF ACTION		
(a)	(b)	(c)	ITEM SUBMITTED (d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01100	SD-01 Preconstruction Submittals														
			Accident Prevention Plan														
			GAAOF														
			Progress Chart														
			GAAOF														
			Payroll and Basic Records														
			Additional Real Estate Rights	1.2.2													
			GA.REA														
		01130	SD-01 Preconstruction Submittals														
			Environmental Protection Plan														
			GAAOF														
		01451	SD-01 Preconstruction Submittals														
			Quality Control Plan	3.2													
			GA-AOF														
			SD-09 Manufacturer's Field														
			Reports														
			Daily Inspection Report	3.7													
			FIO														
		02482	SD-01 Preconstruction Submittals														
			Dredging, Conveyance and														
			Disposal Plan														
			GAAOF														
			Sounding Records														
			FIO														

REPORT OF OPERATIONS—PIPELINE, DIPPER OR BUCKET DREDGES						REPORTS CONTROL SYMBOL ENGCH-0-1J	
THRU:		TO:		FROM:		REPORT NO	
CHARACTER OF REPORT	<input type="checkbox"/> MAINTENANCE <input type="checkbox"/> NEW WORK <input type="checkbox"/> DAILY <input type="checkbox"/> STATUS <input type="checkbox"/> COMPLETION <input type="checkbox"/> ANNUAL						DATE OR PERIOD
	NAME AND TYPE				SIZE	PIPELINE	DIPPER OR BUCKET
DREDGE	HORSEPOWER OF		DREDGE PUMP		SUCTION PIPE JET		CUTTER OR BUCKET
	NUMBER OF CREW MEMBERS		DREDGE	SHORE	OTHER	TOTAL	PROPULSION
PROJECT AND BAR	NAME				AUTH DIMENSIONS	WIDTH	DEPTH
	LOCATION (include station numbers)						
CHARACTER OF MATERIAL	ABSOLUTE DENSITY		IN PLACE DENSITY		VOIDS RATIO		
	GRAIN SIZE		GRAIN SIZE		GEOLOGICAL CLASSIFICATION		
CONTRACT OR DREDGING ORDER	NUMBER				<input type="checkbox"/> CONTRACTOR <input type="checkbox"/> HIRED LABOR		TOTAL NO. OF DAYS ON WHICH WORK WAS DONE
CHANNEL CONDITION	AVERAGE DEPTH	BEFORE DREDGING		AFTER DREDGING		MINIMUM SOUNDING	BEFORE DREDGING
	MINIMUM		TIME		MAXIMUM		TIME
RIVER STAGE	MINIMUM		TIME		MAXIMUM		GAGE LOCATION
WEATHER CONDITION	(clear, cloudy, rain, snow, and fog)				VISIBILITY		WIND (maximum velocity & direction)
WORK PERFORMED				DISTRIBUTION OF TIME			
ITEM		UNIT	QUANTITY		EFFECTIVE WORKING TIME (chargeable to cost of work)		HOURS   MIN
AVERAGE WIDTH OF CUT		FEET			PUMPING OR DREDGING		
TOTAL ADVANCE THIS PERIOD		FEET			PCT. OF EFFECTIVE RENTAL TIME		%
TOTAL ADV. PREVIOUS TO THIS PERIOD		FEET			BOOSTER (in line)		Hrs.   Min
TOTAL ADVANCE TO DATE		FEET			NON-EFFECTIVE WORKING TIME (chargeable to cost of work)		
FLOATING PIPE   SHORE PIPE					HANDLING PIPE LINES		
TOTAL LENGTH OF DISCHARGE PIPE		FEET			HANDLING ANCHOR LINES		
AVERAGE LIFT		FEET			CLEARING PUMP AND PIPE LINE		
AVERAGE PUMP SPEED		R.P.M.			CLEARING CUTTER OR SUCTION HEAD		
AVG. DREDGED PER PUMP, HR. GROSS		CU. YDS.			WAITING FOR SCOWS		
SCOWS LOADED		NUMBER			TO AND FROM WHARF OR ANCHORAGE		
AVERAGE LOAD PER SCOW		CU. YDS.			CHANGING LOCATION OF PLANT ON JOB		
CUBIC YARDS REMOVED				LOSS DUE TO OPPOSING NATURAL ELEMENTS			
AMOUNT DREDGED THIS PERIOD.				LOSS DUE TO PASSING VESSELS			
(1) GROSS (computed amount)				SHORE LINE AND SHORE WORK			
(2) CREDITED (pay place)				WAITING FOR BOOSTER			
AMOUNT PREVIOUSLY REPORTED				MINOR OPER. REPAIRS (explain in remarks)			
(1) GROSS (computed amount)				WAITING FOR ATTENDANT PLANT			
CREDITED (pay place)				PREPARATION AND MAKING UP TOW			
TOTAL AMOUNT DREDGED TO DATE				TRANSFERRING PLANT BETWEEN WORKS			
(1) GROSS (computed amount)				LAY TIME OFF SHIFT AND SATURDAYS			
(2) CREDITED (pay place)				SUNDAYS AND HOLIDAYS			
ATTENDANT PLANT							
ITEM	NAME OR NUMBER		HOURS		FIRE DRILL		
					MISCELLANEOUS (explain in remarks)		
					TOTAL NON-EFFECTIVE WORKING TIME		
					PCT. OF NON-EFFECTIVE RENTAL TIME		
					TOTAL EFFECTIVE AND NON-EFFECTIVE TIME		
					(chargeable to cost of work)		
					PCT. OF TOTAL TIME IN PERIOD		
					LOST TIME		
					(not chargeable to cost of work)		
					MAJOR REPAIRS AND ALTERATIONS		
					CESSATION		
					COLLISIONS		
					MISCELLANEOUS (explain in remarks)		
NUMBER OF INSPECTIONS	BY DISTRICT PERSONNEL		BY DIV & DCE PERSONNEL		TOTAL LOST TIME		
CONTRACT USE ONLY	HAS ANYTHING DEVELOPED WHICH MIGHT LEAD TO A CHANGE ORDER OR CLAIM? <input type="checkbox"/> NO <input type="checkbox"/> YES (if YES, explain under remarks on back)				PERCENTAGE OF TOTAL TIME		
				TOTAL TIME IN PERIOD			

ENG FORM  
JAN 70

4267

REPLACES ENG FORM 28 (Coast), 1 MAR 53, AND ENG FORM 29 (Coast)  
1 JAN 62, WHICH ARE OBSOLETE (ER 1133-2-304)

(Signature and Remarks  
required on reverse)

## SUMMARY OF COSTS

ITEMS				COST	
<b>DIRECT PLANT OPERATING COSTS</b>					
UNIFORM DAILY RATE BASIS (To be completed when submitting Status and Completion reports.)					
CHARGES: _____ DAYS AT \$ _____ PER DAY (Item 19, ENG Form 22 (Costs)— adjusted to exclude plant increment cost.) <b>OR</b>					
ACTUAL PLANT COSTS (To be completed when submitting Annual report.)					
PAYROLLS (gross).....				\$	
SUBSISTENCE & QUARTERS OR PER DIEM & MILEAGE.....				\$	
FUEL _____ BARRELS AT \$ _____ PER BARREL.....				\$	
WATER.....				\$	
LUBRICANTS.....				\$	
PLANT OWNERSHIP COSTS (as computed below).....				\$	
INSURANCE.....				\$	
ATTENDANT PLANT.....				\$	
MISCELLANEOUS.....				\$	
SUBTOTAL—UNIFORM DAILY RATE OR ACTUAL COSTS.....				\$	
SUBTOTAL—PLANT UNIT COST \$ _____ PER CUBIC YARD.....					
<b>SHORE WORK</b>					
SUBTOTAL—SHORE WORK COSTS.....				\$	
SUBTOTAL—SHORE WORK UNIT COSTS \$ _____ PER CUBIC YARD.....					
<b>OTHER COSTS</b>					
SURVEYS.....				\$	
INSPECTION AND SUPERVISION.....				\$	
OVERHEAD.....				\$	
OTHER INDIRECT COSTS.....				\$	
SUBTOTAL—OTHER COSTS.....				\$	
SUBTOTAL—OTHER UNIT COST \$ _____ PER CUBIC YARD.....					
GRAND TOTAL—ALL COSTS.....				\$	
GRAND TOTAL—ALL UNIT COSTS \$ _____ PER CUBIC YARD.....					
<b>OPERATING SUPPLIES</b>					<b>ANNUAL REPORT DATA</b> (complete when submitting Annual report)
COMMODITIES	CONSUMED		INVENTORY		
	UNIT	QUANTITY	QUANTITY	VALUE	
FUEL (oil)	BBLs				COST PER RENTAL MINUTE (Based on total operating cost)..... \$ _____ per min.
LUBRICANT (oil)	GAL				TOTAL COST OF PLANT (End of F.Y. reporting period)..... \$ _____
LUBRICANT (grease)	LBS				BOOK VALUE (End of F.Y. reporting period)..... \$ _____
WATER	GAL				BALANCE IN PLANT ACCOUNT (End of F.Y. reporting period)..... \$ _____
					PLANT OWNERSHIP COSTS (Actual for F.Y. reporting period):
					DEPRECIATION..... \$ _____
					REPAIRS (Adjusted)..... \$ _____
					CESSATION OF WORK..... \$ _____
					SMALL TOOLS, ETC..... \$ _____
SUBSISTENCE SUPPLIES.....					
MISCELLANEOUS SUPPLIES.....					
TOTAL.....				\$	TOTAL..... \$ _____
REMARKS					
SUBMITTED BY (Name, title, and signature)		RECOMMENDED BY (Name, title, and signature)		APPROVED BY (Name, title, and signature)	

TRANSMITTAL OF SHOP DRWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER’S CERTIFICATES OF COMPLIANCE <i>(Read instructions on the reverse side prior to initiating this form)</i>					DATE		TRANSMITTAL NO.		
SECTION I – REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS <i>(This section will be initiated by the contractor)</i>									
TO:			FROM:			CONTRACT NO:		CHECK ONE: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL_____	
SPECIFICATION SEC. NO <i>(Cover only one section with each transmittal)</i>			PROJECT TITLE AND LOCATION						
ITEM NO.	DISCRIPTION OF ITEMS SUBMITTED <i>(Type size, model number/etc.)</i>		MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. <i>(See instruction no. 8)</i>	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT		FOR CONTRACTOR USE CODE	VARIATION <i>(see Instruction No. 6)</i>	FOR CE USE CODE
a.	b.		c.	d.	SPEC. PARA. NO.	DRAWING SHEET NO.	g.	h.	i.
REMARKS					I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated.  NAME AND SIGNATURE OF CONTRACTOR				
SECTION II – APPROVAL ACTION									
ENCLOSURES RETURNED (List by Item No.)			NAME, TITLE, AND SIGNATURE OF APPROVING AUTHORITY					DATE	

## INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288 for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specification -- also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

### THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A -- Approved as submitted.	E -- Disapproved (see attached)
B -- Approved, except as noted on drawings.	F -- Receipt acknowledged
C -- Approved, except as noted on drawings Refer to attached sheet resubmission required.	FX -- Receipt acknowledged, does not comply as noted with contract requirements
D -- Will be returned by separate correspondence.	G -- Other ( <i>Specify</i> )

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

NINTH DISTRICT LOCAL NOTICE TO MARINERS  
GENERAL NOTICE ENTRY FORM

1. NAME OF COMPANY: \_\_\_\_\_

2. TYPE OF OPERATION: \_\_\_\_\_

3. LOCATION: \_\_\_\_\_

4. COMMENCE DATE: \_\_\_\_\_ COMPLETE DATE: \_\_\_\_\_

5. HOURS OF OPERATION: \_\_\_\_\_ TO: \_\_\_\_\_

6. DAYS OF OPERATION: \_\_\_\_\_ TO: \_\_\_\_\_

7. NAME OF CONTACT VESSEL: \_\_\_\_\_

8. VHF - FM CHANNELS MONITORED: \_\_\_\_\_

9. SPECIAL REQUIREMENTS/REMARKS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

10. FOR FURTHER INFORMATION CONTACT: \_\_\_\_\_

11. TELEPHONE #: \_\_\_\_\_

12. SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

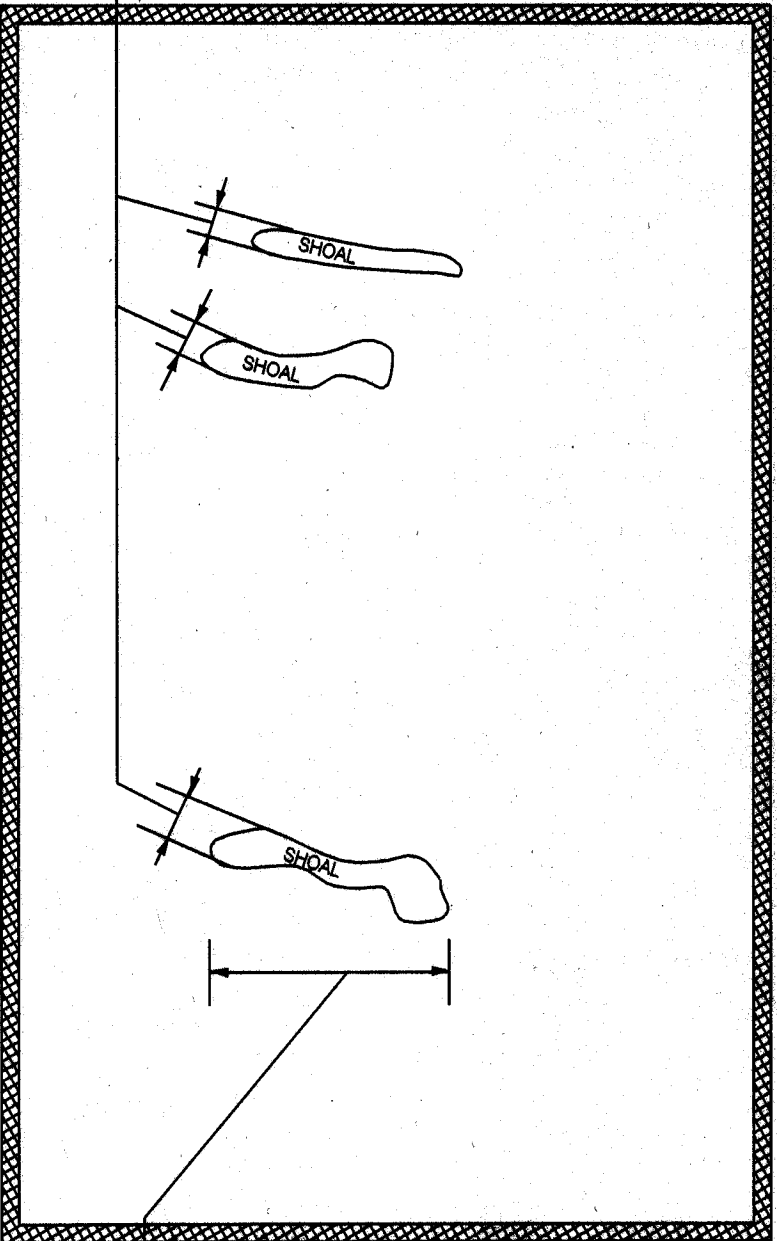
“ NOTE ”

TEMPORARY MOORING BUOYS ARE REQUIRED TO BE WHITE WITH A BLUE HORIZONTAL BAND AROUND THE CIRCUMFERENCE OF THE BUOY AND THE WATER LINE. FOR MORE DETAILS CONCERNING REGULATIONS OF MOORING BUOYS REFER TO 33 CODE OF FEDERAL REGULATION PART 66.10-45. A COLOR DEPICTION OF A MOORING BUOY CAN BE FOUND I THE LIGHT LIST VOL. VII GREAT LAKES 1989 (PLATE 4).

SEE THE SUBPARAGRAPH "OVERDEPTH, SIDESLOPES AND TOLERANCES" IN SECTION 02482 "DREDGING

## SHOAL TOLERANCE

SUBPARAGRAPH 3.1.3.3

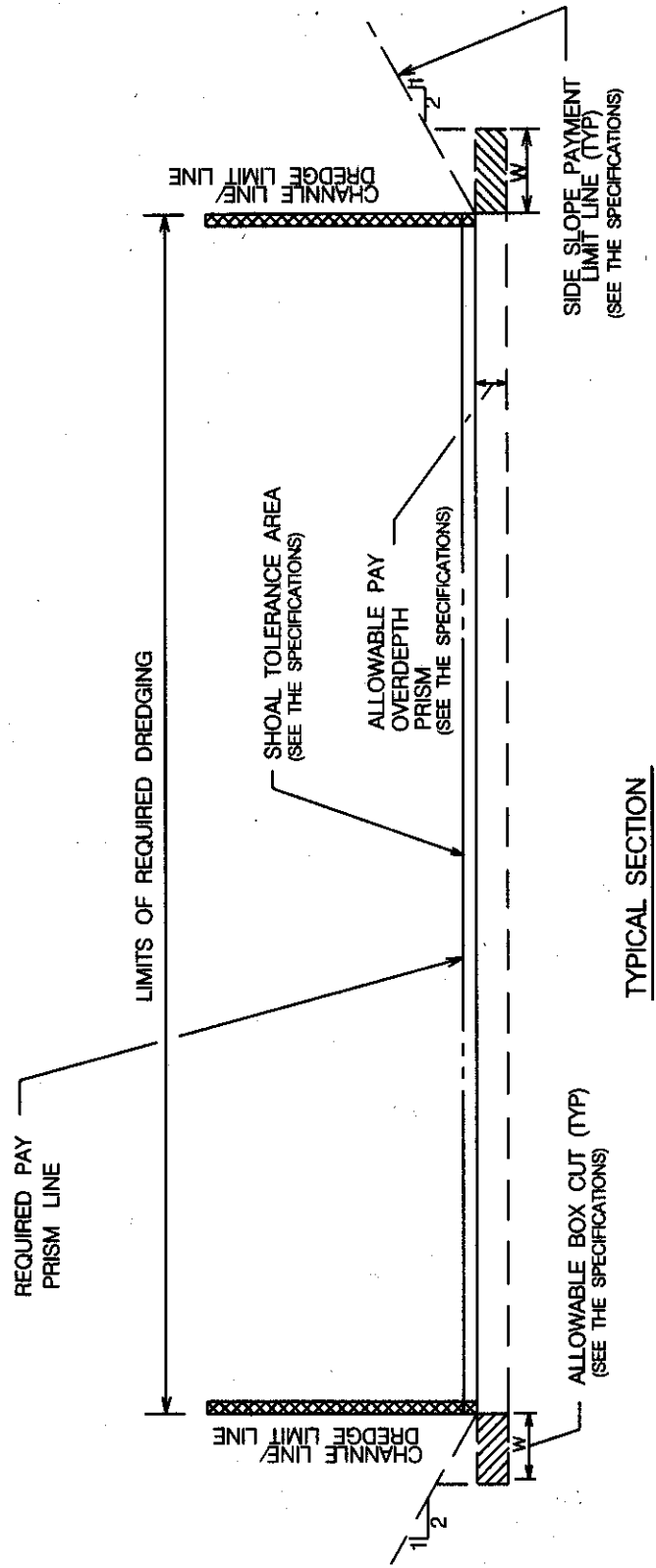


SECTION 01999 PAGE

## PLAN SECTION

SEE THE SPECIFICATIONS - SUBPARAGRAPH "OVERDEPTH AND TOLERANCES" SECTION 02482 "DREDGING"

CHANNEL PRISM



NOTE: THE EXISTING CHANNEL  
BOTTOM IS NOT SHOWN



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

PAGE

W911XK-04-B-0003

NAME OF OFFEROR OR CONTRACTOR

AVERAGE DEPTH OF FILL AND MATERIAL GRADES OVER AREA:

SAMPLE

## DISPOSAL PERMIT

In consideration of the sum of \_\_\_\_\_ (\*a) \_\_\_\_\_ dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, owner of the premises described, does hereby grant to \_\_\_\_\_ (\*b) \_\_\_\_\_ permission to (dispose of) (convey across Xtransfer) dredged materials resulting from the operations under a contract awarded to \_\_\_\_\_ (\*b) \_\_\_\_\_ by the District Engineer, U.S. Army Engineer District, Detroit, upon the following described property in the county of \_\_\_\_\_ State of \_\_\_\_\_.

(INSERT LEGAL DESCRIPTION OF THE PROPERTY)

The undersigned owner hereby expressly and fully releases the United States of America, its officers, agents, employees, and Contractor, from liability for any and all damages done or caused to be done, and from any claim or demand whatsoever for injuries suffered by or done to the said premises by reason of the deposit of such dredged materials or other materials.

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature of Owner

## AFFIDAVIT

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who subscribed the within and foregoing Disposal Permit and who acknowledged that he or she executed the same as a voluntary act and deed.

## NOTARY PUBLIC

MY COMMISSION EXPIRES:

(\*a) Insert at least nominal consideration of One (1) Dollar

(\*b) Insert name of bidder.

## SURVEY CONTROL DATA

STATION DESIGNATION 338 FILE \_\_\_\_\_ SHEET \_\_\_\_\_ NUMBER \_\_\_\_\_  
 PROJECT Duluth/Superior Harbor CHANNEL/REACH St. Louis Bay  
 QUAD Superior NOAA CHART # 14975  
 CITY/TWP Superior COUNTY Douglas STATE Wisconsin TWP 49N RANGE 14W  
 MARKER TYPE Brass Disc SET BY C of E OFFICE/AGENCY Duluth  
 DATE SET \_\_\_\_\_ ORIGIN OF CONTROL: HORIZ. 1st Order GPS VERT. 1st Order NGS

## HORIZONTAL

DATUM NAD 83 LATITUDE 46 44 21.05552 LONGITUDE 92 07 3.17706  
 SPC Y 417904.781 (NORTHING) X 2871006.318 (EASTING)  
 STATE Minnesota PROJECTION Lambert ZONE North CODE 2201

## VERTICAL

ELEV. IN FEET: IGLD <sup>55</sup> 608.16 NGVD 609.311 NAVD 88 \_\_\_\_\_ OTHER \_\_\_\_\_  
 PROPERTY OWNER ORBA Corporation ACCESS NOTES Winter St. turn north  
at Superior Midwest Engineers sign. Follow road to raised concrete platform

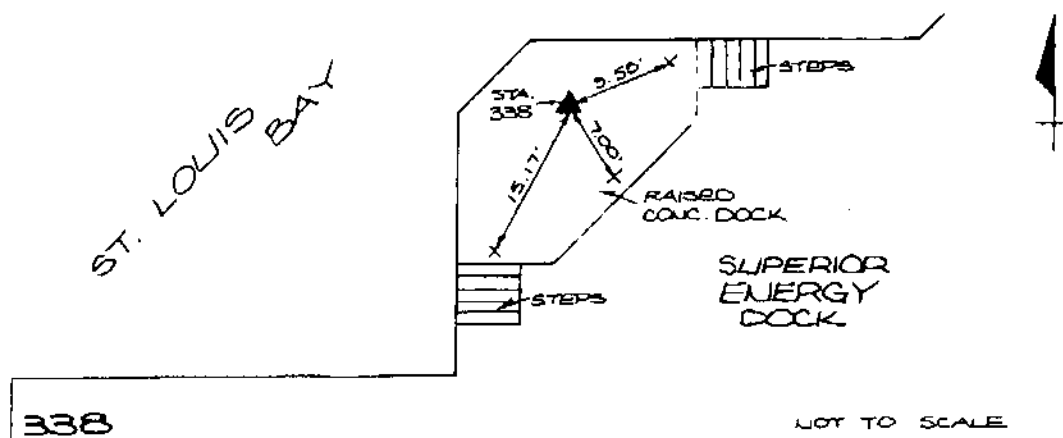
DATE: \_\_\_\_\_ RECOVERY/REVISIONS/REMARKS \_\_\_\_\_ BY: \_\_\_\_\_  
9-12-88 Good condition J. Dietz  
 \_\_\_\_\_  
 \_\_\_\_\_

## DESCRIPTION/TIES

Sta is a brass disk set flush with C/L at the NW corner of the Superior Energy Dock, 400' +/- west of Red Loading Building

	Azimuth	North	East
Light on Enger Tower	350-50-40	430333.79	2869002.84
Spire on First United Methodist Church	07-31-35	437820.43	2873636.83
South edge smoke stack	57-45-05	--	--

SKETCH:



n/880502-1-32

STATION DESIGNATION 9 FILE \_\_\_\_\_ SHEET \_\_\_\_\_ NUMBER \_\_\_\_\_  
 PROJECT Duluth/Superior Harbor CHANNEL/REACH Duluth  
 QUAD West Duluth NOAA CHART # 14975  
 CITY/TWP Duluth COUNTY St. Louis STATE Minnesota TWP 49N RANGE 14W  
 MARKER TYPE Brass Disk SET BY \_\_\_\_\_ OFFICE/AGENCY \_\_\_\_\_  
 DATE SET \_\_\_\_\_ ORIGIN OF CONTROL: HORIZ. 1st Order GPS VERT. \_\_\_\_\_

#### HORIZONTAL

DATUM NAD 83 LATITUDE 46 44 45.84404 LONGITUDE 92 07 52.24051  
 SPC Y 419359.883 (NORTHING) X 2867570.449 (EASTING)  
 STATE Minnesota PROJECTION Lambert ZONE North CODE 2201

#### VERTICAL

ELEV. IN FEET: IGLO \_\_\_\_\_ NGVD \_\_\_\_\_ NAVD 88 \_\_\_\_\_ OTHER \_\_\_\_\_  
 PROPERTY OWNER \_\_\_\_\_ ACCESS NOTES \_\_\_\_\_

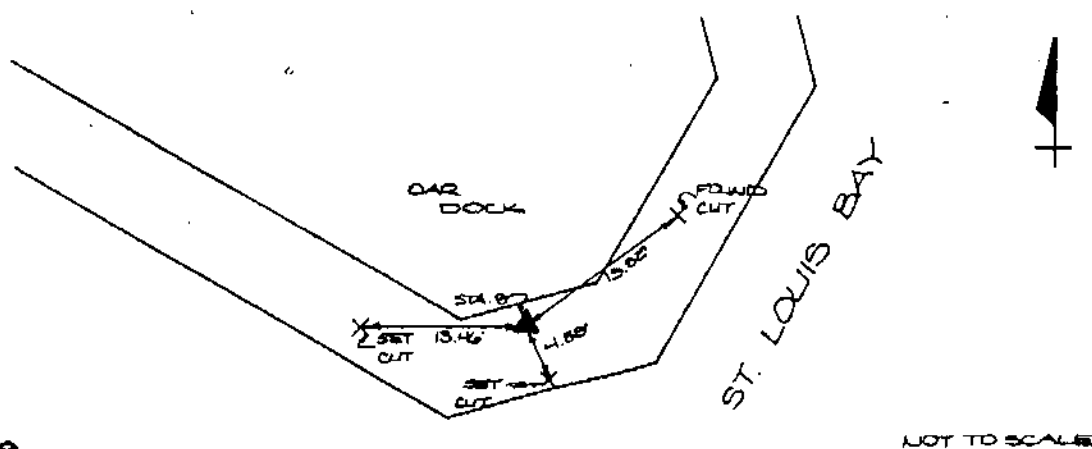
DATE:	RECOVERY/REVISIONS/REMARKS	BY:
9-13-88	Good condition	J. Dietz

#### DESCRIPTION/TIES

Sta is a brass disk set flush with centerline S corner of the southerly of 2  
 ear docks along the western shore of St. Louis Bay

	Azimuth	North	East
Top of tall antenna in Superior	159-47-55	--	--
North base tower	71-22-00	--	--
Rod atop dark brick elevator	55-38-45	424645.22	2875303.07

SKETCH:



n/880502-1-39

J-33

STATION DESIGNATION 404 FILE \_\_\_\_\_ SHEET \_\_\_\_\_ NUMBER \_\_\_\_\_  
 PROJECT Duluth/Superior Harbor CHANNEL/REACH St. Louis Bay  
 QUAD Superior NOAA CHART # 14975  
 CITY/TWP Superior COUNTY Douglas STATE Wisconsin TWP 49N RANGE 14W  
 MARKER TYPE Brass Disk SET BY C of E OFFICE/AGENCY Duluth  
 DATE SET \_\_\_\_\_ ORIGIN OF CONTROL: HORIZ. 1st Order GPS VERT. \_\_\_\_\_

HORIZONTAL

DATUM NAD 83 LATITUDE 46 44 23.65914 LONGITUDE 92 07 28.54098  
 SPC Y 417133.080 (NORTHING) X 2869249.271 (EASTING)  
 STATE Minnesota PROJECTION Lambert ZONE North CODE 2201

VERTICAL

ELEV. IN FEET: IGLD <sup>55</sup> 604.24 NGVD 605.389 NAVD 88 \_\_\_\_\_ OTHER \_\_\_\_\_  
 PROPERTY OWNER Incan Ships Limited ACCESS NOTES Winter Street, turn  
north at Pole 862-783 follow road to end of pier on left 294-2470

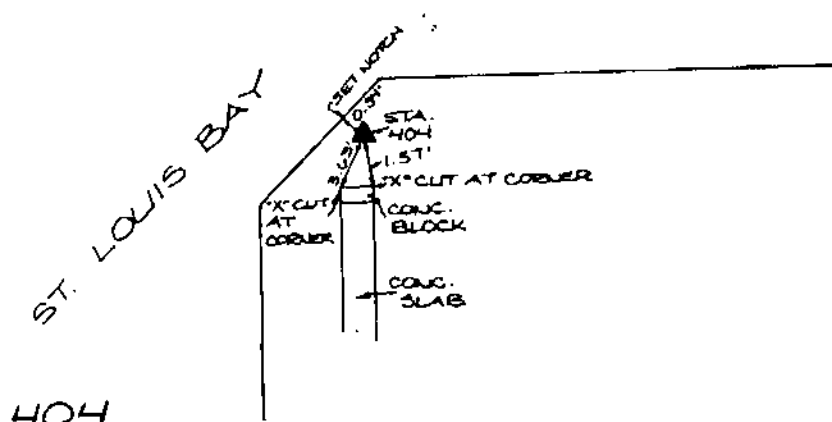
DATE: \_\_\_\_\_ RECOVERY/REVISIONS/REMARKS \_\_\_\_\_ BY: \_\_\_\_\_  
9-12-88 Good condition J. Dietz

DESCRIPTION/TIES

Sta is a brass disk set flush with and at the northern end of a concrete foundation slab at the NW corner of the westerly most dock on the Superior side of St. Louis Bay before the RT2 bridge over St. Louis Bay

	Azimuth	North	East
Centerline Enger tower	358-55-48	430333.79	2869002.84
Cross atop First United Methodist Church	11-58-24	437820.43	2873636.83
Rod atop dark brick grain elevator	38-51-55	424645.22	2875303.07

SKETCH:



NOT TO SCALE

## SURVEY CONTROL DATA

STATION DESIGNATION 10 FILE \_\_\_\_\_ SHEET \_\_\_\_\_ NUMBER \_\_\_\_\_  
 PROJECT Duluth/Superior Harbor CHANNEL/REACH North Channel St. Louis Bay  
 QUAD West Duluth NOAA CHART # 14975  
 CITY/TWP Duluth COUNTY St. Louis STATE Minnesota TWP 49N RANGE 14W  
 MARKER TYPE Brass SET BY C of E OFFICE/AGENCY Duluth  
 DATE SET \_\_\_\_\_ ORIGIN OF CONTROL: HORIZ. 1st Order GPS VERT. 1st Order NGS

## HORIZONTAL

DATUM NAD 83 LATITUDE 46 44 17.26549 LONGITUDE 92 08 39.56308  
 SPC Y 416423.541 (NORTHING) X 2864310.653 (EASTING)  
 STATE Minnesota PROJECTION Lambert ZONE North CODE 2201

## VERTICAL

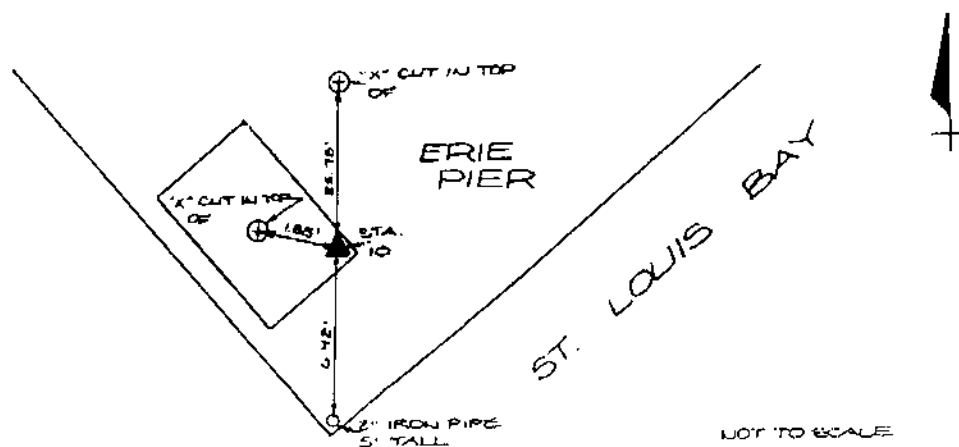
ELEV. IN FEET: <sup>65</sup>IGLD 603.85 <sup>1.15</sup>NGVD 605.008 NAVD 88 \_\_\_\_\_ OTHER \_\_\_\_\_  
 PROPERTY OWNER CORPS OF ENGINEERS ACCESS NOTES By boat, possible  
access from Oneota Street 218 - 720 - 5266 40TH AVE WEST  
 DATE: \_\_\_\_\_ RECOVERY/REVISIONS/REMARKS \_\_\_\_\_ BY: \_\_\_\_\_  
9-10-88 Good condition J. Dietz

## DESCRIPTION/TIES

Sta is a brass mon. set flush with centerline in the SE corner of a concrete base for the first mooring post from the SW corner of the end pier.

	Azimuth	North	East
Southwesterly edge of smokestack	243-35-55	--	--
Rod atop red brick building	53-12-20	424645.22	2875303.07
Tall antenna on Wisconsin shore	129-23-50	411314.89	2870530.67

SKETCH:



10

n/880502-1-49

STATION DESIGNATION 403 FILE \_\_\_\_\_ SHEET \_\_\_\_\_ NUMBER \_\_\_\_\_  
 PROJECT Duluth/Superior Harbor CHANNEL/REACH St. Louis  
 QUAD Duluth NOAA CHART # 14975  
 CITY/TWP Duluth COUNTY St. Louis STATE Minnesota TWP 49N RANGE 14W  
 MARKER TYPE Brass Disk SET BY C of E OFFICE/AGENCY \_\_\_\_\_  
 DATE SET \_\_\_\_\_ ORIGIN OF CONTROL: HORIZ. 1st Order GPS VERT. \_\_\_\_\_

HORIZONTAL

DATUM NAD 83 LATITUDE 46 44 39.31828 LONGITUDE 92 08 3.44915  
 SPC Y 418688.985 (NORTHING) X 2866798.128 (EASTING)  
 STATE Minnesota PROJECTION Lambert ZONE North CODE 2201

VERTICAL

ELEV. IN FEET: IGLD \_\_\_\_\_ NGVD \_\_\_\_\_ NAVD 88 \_\_\_\_\_ OTHER \_\_\_\_\_  
 PROPERTY OWNER Hallett Dock #1 ACCESS NOTES by boat

628 2281

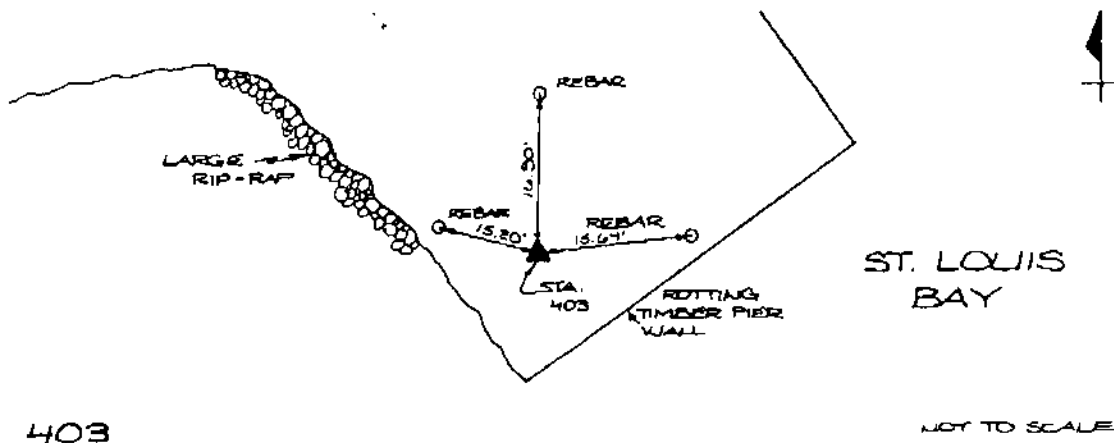
DATE:	RECOVERY/REVISIONS/REMARKS	BY:
9-13-88	Fair condition, slightly tipped, but solid	J. Dietz

DESCRIPTION/TIES

Sta is a brass disk set in a concrete cylinder at the SE corner of the first pier south of the oar docks, pier is used for stone storage

	Aximuth	North	East
Southwesterly edge of smokestack	233-57-40	--	--
Tall antenna on Wisconsin shore	153-09-10	411314.89	2870530.67
Rod atop red brick building	54-59-45	424645.22	2875303.07

SKETCH:



## SURVEY CONTROL DATA

STATION DESIGNATION 338 FILE \_\_\_\_\_ SHEET \_\_\_\_\_ NUMBER \_\_\_\_\_  
 PROJECT Duluth/Superior Harbor CHANNEL/REACH St. Louis Bay  
 QUAD Superior NOAA CHART # 14975  
 CITY/TWP Superior COUNTY Douglas STATE Wisconsin TWP 49N RANGE 14W  
 MARKER TYPE Brass Disc SET BY C of E OFFICE/AGENCY Duluth  
 DATE SET \_\_\_\_\_ ORIGIN OF CONTROL: HORIZ. 1st Order GPS VERT. 1st Order NGS

## HORIZONTAL

DATUM NAD 83 LATITUDE 46 44 21.05552 LONGITUDE 92 07 3.17706  
 SPC Y 417904.781 (NORTHING) X 2871006.318 (EASTING)  
 STATE Minnesota PROJECTION Lambert ZONE North CODE 2201

## VERTICAL

ELEV. IN FEET: IGLD <sup>55</sup> 608.16 NGVD 609.311 NAVD 88 \_\_\_\_\_ OTHER \_\_\_\_\_  
 PROPERTY OWNER ORBA Corporation ACCESS NOTES Winter St. turn north  
at Superior Midwest Engineers sign. Follow road to raised concrete platform

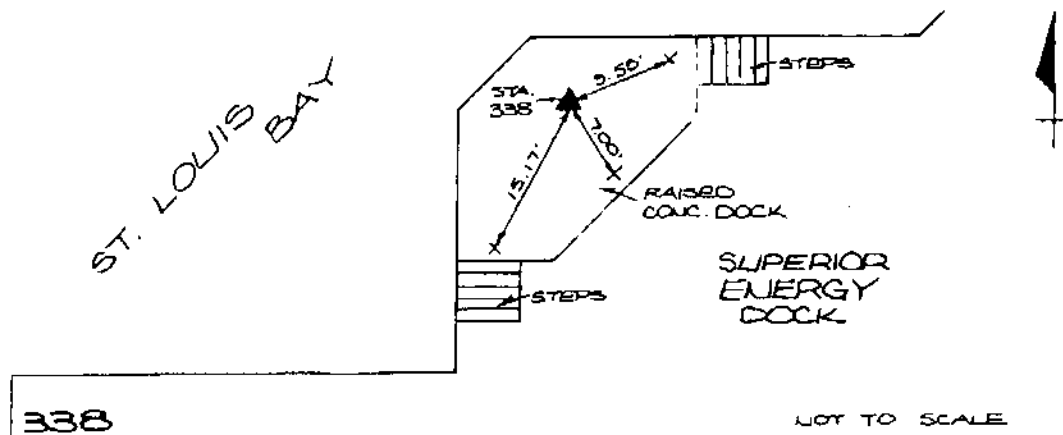
DATE:	RECOVERY/REVISIONS/REMARKS	BY:
<u>9-12-88</u>	<u>Good condition</u>	<u>J. Dietz</u>
_____	_____	_____
_____	_____	_____

## DESCRIPTION/TIES

Sta is a brass disk set flush with C/L at the NW corner of the Superior Energy Dock, 400' +/- west of Red Loading Building

	Azimuth	North	East
Light on Enger Tower	350-50-40	430333.79	2869002.84
Spire on First United Methodist Church	07-31-35	437820.43	2873636.83
South edge smoke stack	57-45-05	--	--

SKETCH:



n/880502-1-32

General Decision Number **IL020018**

Superseded General Decision No. IL010018

State: Illinois

Construction Type:

DREDGING

MARINE

County(ies):

STATEWIDE

ILLINOIS, INDIANA, **MICHIGAN**, MINNESOTA, NEW YORK, OHIO,  
PENNSYLVANIA AND WISCONSIN

DREDGING AND MARINE CONSTRUCTION

Dredging and Marine Construction Projects: floating/land equipment engaged in clamshell, backhoe and dragline dredging, marine construction, bridges, salvage operations and cranes, loaders, dozers, or other equipment used for disposal of dredge spoils or marine construction materials on land at the slip or dock, at the project site, where the above material/spoils is being handled, and all equipment utilized on breakwall/breakwater structures on the Great Lakes, Islands therein, their connecting and tributary waters, including the Illinois Waterway to the Lock at Lockport, Illinois, the New York State Barge Canal System between Tonawanda, New York and Waterford, New York and Oswego, New York, the Duluth-Superior area to the Fond du Lac Bridge Crossing (Minnesota State Highway 23) on the St. Louis River and on the St. Lawrence River eastward to the International Boundary near St. Regis, New York.

Modification Number      Publication Date

0              03/01/2002

1              01/10/2003

COUNTY(ies):

STATEWIDE

\* SUIL2001A 01/01/2003

Rates              Fringes

MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND  
MARINE CONSTRUCTION):

FLOATING EQUIPMENT:

Indiana:



Class I	33.50	10.95+b&c
Class II	32.00	10.95+b&c
Class III	28.45	10.95+b&c
Class IV	23.65	10.95+b&c

Illinois:

Class I	36.30	10.95+b&c
Class II	34.80	10.95+b&c
Class III	31.00	10.95+b&c
Class IV	25.75	10.95+b+c

**Michigan:**

Class I	26.75	14.58+b&c
Class II	25.25	14.58+b&c
Class III	22.50	14.58+b&c
Class IV	18.70	14.58+b&c

Minnesota:

Class I	35.60	7.55+b&c
Class II	34.10	7.55+b&c
Class III	30.35	7.55+b&c
Class IV	25.25	7.55+b&c

New York:

(Cattaraugus, Chautauga,  
Erie and Orleans Counties):

Class I	26.96	13.56+b&c
Class II	25.46	13.56+b&c
Class III	22.66	13.56+b&c
Class IV	18.85	13.56+b&c

(Cayuga, Jefferson, Oswego,  
and St. Lawrence Counties):

Class I	25.30	8.85+b&c
Class II	23.80	8.85+b&c
Class III	21.20	8.85+b&c
Class IV	17.65	8.85+b&c

(Niagara):

Class I	24.90	11.90+b&c
Class II	23.40	11.90+b&c
Class III	20.80	11.90+b&c
Class IV	17.30	11.90+b&c

(Monroe and Wayne Counties  
and the City of Rochester):

Class I	27.50	9.00+b&c
Class II	26.00	9.00+b&c
Class III	23.15	9.00+b&c
Class IV	19.25	9.00+b&c

Ohio:

(Ashtabula, Cuyahoga, Erie,  
Lake, and Lorain Counties:

Class I	31.15	7.10+b&c
Class II	29.65	7.10+b&c
Class III	26.39	7.10+b&c
Class IV	21.94	7.10+b&c

(Lucas, Henry, Ottawa,  
Wood and Sandusky

Counties:

Class I	29.43	7.10+b&c
Class II	27.93	7.10+b&c
Class III	24.86	7.10+b+c
Class IV	20.67	7.10+b&c

Pennsylvania:

(Erie County):

Class I	24.57	8.74+b&c
Class II	23.07	8.74+b&c
Class III	20.67	8.74+b&c
Class IV	17.77	8.74+b&c

Wisconsin:

Includes all marine/floating type work on projects in the  
Superior/Duluth Harbor, Lake Superior.

Class I	31.48	11.15+b&c
Class II	29.98	11.15+b&c
Class III	26.68	11.15+b&c
Class IV	22.18	11.15+b&c

HYDRAULIC DREDGING:

TUG OPERATOR - Vessel Over 800 Horse-		
Power	26.49	7.61+a+b

LAUNCH OPERATOR - Vessel 800 Horse-

Power Or Less	25.15	7.61+a+b
TUG ENGINEER	26.49	7.61+a+b
TUG WORKERS:		

Fireman, Lineman, Oiler,  
Deckhand, Tankerman. Scowman, (on/or  
with tugboats, launches,  
or other self-propelled  
boats)

22.51	7.61+a+b
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#### DREDGE WORKERS:

Lead Deckhand	29.68	7.61+a+b
---------------	-------	----------

Fireman, Oiler, Deckhand, &  
Scowman (with dipper, hydraulic  
or other floating equipment engaged in  
hydraulic and dipper dredging operations)  
Pipeline men, (both afloat & ashore including  
loading, unloading, maintaining, and handling  
pipelines for hydraulic dredges and sandboats)

Rangeman, Tankerman, Sweepman and service  
Truck Driver

22.51	7.61+a+b
-------	----------

#### PAID HOLIDAYS (WHERE APPLICABLE):

A- NEW YEAR'S DAY, B- MEMORIAL DAY, C- INDEPENDENCE DAY, D-LABOR  
DAY, E- THANKSGIVING DAY, F- CHRISTMAS DAY, G- PRESIDENT'S  
DAY, H- VETERAN'S DAY.

#### FOOTNOTES:

a. \$30.10 per day per employee for medical

b. Eight paid holidays: A thru H

c. Hazardous/Toxic Waste Material:

\*Level A \$2.50 per hour

\*Level B 2.00 per hour

\*Level C 1.00 per hour

\*Level D 0.50 per hour

Such wages shall be above the classifications of work  
listed under mechanical dredging and Marine construction  
of this general wage decision.

\*Working with Hazardous Waste at this level as defined by the  
U. S. Environmental Protection Agency.

#### CLASSIFICATION DESCRIPTIONS

Class I - Master Mechanic - assist and direct Class II, Class III, and Class IV, diver/wet tender, engineer (hydraulic dredge)

Class II - Crane/Backhoe Operator and Mechanic/Welder, assistant engineer(hydraulic dredge), leverman (hydraulic dredge), diver/tender

Class III - Deck Equipment Operator (Machineryman) Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 pounds or more), ug/launch operator, Loader/dozer and like equipment on Barge, breakwater wall, slip/dock, Scow, Deck Machinery, etc.

Class IV - Deck Equipment Operator(Machineryman/Fireman) (Four equipment units or more) and Crane Maintenance 50 ton capacity and under or Backhoe weighing 115,000 pounds or less, assistant tug operator.

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter

\* a conformance (additional classification and rate)  
ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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DIVISION 02 - SITE WORK

SECTION 02482

DREDGING

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  - 1.2.1 Measurement
    - 1.2.1.1 Allowable Pay Overdepth and Sideslopes
    - 1.2.1.2 Shoal Removal
    - 1.2.1.3 Soundings
  - 1.2.2 Volume Calculations
  - 1.2.3 Excessive Dredging
  - 1.2.4 Monthly Partial Payments
  - 1.2.5 Continuity of Work
- 1.3 SUBMITTALS
- 1.4 PROJECT/SITE CONDITIONS
  - 1.4.1 Character of Materials
  - 1.4.2 Disposal Area Conditions
  - 1.4.3 Transfer Site
- 1.5 SEQUENCING AND SCHEDULING
  - 1.5.1 Delivery of Plant and Order of Work

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  - 3.2.3 Government-Furnished Transfer Site
    - 3.2.3.1 Erie Pier Disposal Area Transfer and Conveyance
    - 3.2.3.2 Fender Maintenance
    - 3.2.3.3 Silt Fence
  - 3.2.4 Vehicular Conveyance
    - 3.2.4.1 Repair and Maintenance of Haul Roads
  - 3.2.5 Rip Rap Stone
- 3.3 DISPOSAL OF DREDGED MATERIALS
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  - 3.3.3 Dredged Material Placement
    - 3.3.3.1 Confined Water Control
    - 3.3.3.2 Washing of Dredged Material
- 3.4 CONTRACTOR QUALITY CONTROL

- 3.5 GOVERNMENT INSPECTION
  - 3.5.1 Gauge Maintenance
  - 3.5.2 Facilities
  - 3.5.3 Compliance
- 3.6 PRIOR, AFTER AND CHECK SURVEYS
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  - 3.7.1 Examination
  - 3.7.2 Acceptance

-- End of Section Table of Contents --



SECTION 02482

DREDGING

PART 1 GENERAL

1.1 REFERENCE

The publication listed below, forms a part of this specification to the extent referenced. The publication is referred to in the text by basic designation only.

MINNESOTA DEPARTMENT OF TRANSPORTATION (MDOT)

MDOT 1995 (1995) Standard Specification for Construction

WISCONSIN DEPARTMENT OF TRANSPORTATION (WDOT)

WDOT 1996 (1996) Standard Specifications for Road and Bridge Construction

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA 600 4 79 020 Methods for Chemical Analysis of Water and Wastes (Mar 1983)

1.2 UNIT PRICES

1.2.1 Measurement

1.2.1.1 Allowable Pay Overdepth and Sideslopes

The total estimated dredging quantity shown on the Bidding Schedule includes the required depth material plus the allowable overdepth material and allowable sideslope material. The allowable pay overdepth quantity listed below is computed for the allowable overdepth prism immediately below the material required to be dredged as shown on the drawings or otherwise specified. The allowable sideslope quantity listed below is computed immediately above the payment limit line for sideslopes as shown and specified.

a. Estimated Allowable Pay Overdepth and Sideslope Quantities in Cubic Yards.

(1) Overdepth 41,000 C.Y.

(2) Sideslopes 700 C.Y.

1.2.1.2 Shoal Removal

If, before the contract is completed, shoaling occurs in any section

previously accepted, including shoaling in the finished channel, because of the natural lowering of the side slopes or other natural causes, redredging at the contract unit price, within the limit of available funds, may be performed if agreed upon by both the Contractor and the Contracting Officer.

#### 1.2.1.3 Soundings

The drawings (See CLAUSE entitled "CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS") represent the conditions existing at the time of survey, but all soundings shown thereon will be verified and corrected by soundings taken before dredging. Determination of quantities removed will be made from after dredging soundings and the calculations made therefrom to determine quantities by in-place measurement. The determination of the quantities to be paid for in the area specified, after having once been made, will not be reopened, except on evidence of collusion, fraud, or obvious error.

#### 1.2.2 Volume Calculations

Within the limits of the allowable pay overdepth and side slope payment limit lines described in the Paragraph entitled "DREDGING", the total amount of materials removed and to be paid for under the contract will be measured by the cubic yard in place by computing the volume between the bottom surface shown by new soundings made before dredging and the bottom surface shown by the soundings of a survey made as soon as practicable after the work specified has been completed. Volume computations will be made by the Government by appropriate computer program or by the average end area method, based on cross sections including, but not limited to, cross sections taken at the same locations shown on the contract drawings. The average area of two (2) successive cross sections multiplied by the distance between the cross sections will be accepted as the volume. Any quantities misplaced or not satisfactorily placed in the approved disposal area will be deducted.

#### 1.2.3 Excessive Dredging

Materials taken from beyond the limits specified in Subparagraphs "Allowable Pay Overdepth" and "Side Slopes", will be excluded from the computed total amount dredged as excessive channel dredging or excessive side slope dredging and for which payment will not be made. The final determination of the amounts of excessive dredging will be based wholly on the surveys made for final examination and acceptance. (See Paragraph entitled "FINAL EXAMINATION AND ACCEPTANCE.")

#### 1.2.4 Monthly Partial Payments

Monthly partial payments will be based on quantities determined by daily soundings taken by the Contractor or other means acceptable to the Contracting Officer. (See CLAUSE entitled, "QUANTITY SURVEYS.") Sounding surveys for partial payment shall be conducted in the same manner specified in the Paragraph entitled, "PRIOR, AFTER AND CHECK SURVEYS," unless otherwise authorized or directed.

#### 1.2.5 Continuity of Work

Monthly partial payments will be made for work performed prior to final examination and acceptance. However, as final dredging is being performed for final examination and acceptance, no payment will be made for such final dredging work performed in any area until the depth required under

the contract is secured in the whole of such area, unless prevented by ledge rock, original material, or other obstructions, which cannot be removed by the plant specified in the accepted bid, or the equivalent of such plant, without blasting or special apparatus. No payment will be made for final excavation in any area not adjacent to and in prolongation of areas where full depth has been secured, except by decision of the Contracting Officer. If a nonadjacent area is excavated to full depth during the day to day operations carried on under the contract, payment for all work therein may be deferred until the required depth has been secured in the area intervening.

### 1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with SECTION 01330, entitled "SUBMITTAL PROCEDURES":

#### SD-01 Data

##### Sounding Equipment Description and Calibration Data;

Verification that the Contractor's sounding equipment has been calibrated to correspond with the Government's sounding equipment shall be submitted prior to commencing work. Also submit the description of the Contractor's sounding equipment and transducer frequency prior to commencing work.

##### Dredging, Conveyance and Disposal Plan; GA,AOF

Prior to bringing equipment to the project site, submit plans of the proposed dredging, conveyance and disposal operations.

##### Dredging Disposal Safety Plan;

Prior to commencing work at the disposal area, describe in detail the means and methods to be utilized to provide for the public safety at the disposal area, all in accordance with the Accident Prevention Plan.

##### Notice of Start of Dredging;

Provide ten calendar day's advance written notice of the planned start of actual dredging operations to allow the Government to schedule and perform the prior-to-dredging sounding survey work before arrival of the dredging equipment.

#### SD-09 Reports

##### Daily Report of Dredging Operations;

Both sides of the report of operations form (ENG FORM 4267 or ENG FORM 27A), as appropriate to the type of work being performed, copies of which are available from the Detroit District Area Offices, shall be completed and furnished daily. Each report shall contain a signed certification in the "REMARKS" space attesting that no overflow or discharge occurred from the dredging vessel(s) while dredging and while in transit from the dredging area to the unloading area. In the event an overflow or discharge occurs while dredging or while in transit, such certification shall not be made and instead an oral notification and complete written report on the incident shall be made to the Contracting Officer in shortest possible

time. When appropriate and approved, quality control compliance inspections may be reported under the "REMARKS" item on the form. The Contractor shall submit an original and two (2) copies per calendar day to the Contracting Officer unless otherwise directed. An adequate supply of the report of dredging operation forms will be provided the Contractor by the Government upon request.

#### SD-18 Records

##### Sounding Records; FIO

A copy of the prior and after soundings of the transfer site shall be furnished.

#### 1.4 PROJECT/SITE CONDITIONS

##### 1.4.1 Character of Materials

"The materials to be removed within the required limits consists primarily of the shoaling that has occurred since the last time the area was dredged. The shoaled material consists of sand and silt mixtures of varying densities. Denser materials may be encountered in areas of ship traffic. Virgin material is expected below approximately 27 feet below LWD. Soil borings in the area indicate that the virgin material consists of silty clays, sandy peats, and/or silts. Wood debris and stumps may be encountered in the overdepth prism." The records of previous dredging and sampling are available for inspection at the Office of the Engineering and Construction Division, U.S. Army Corps of Engineers, Detroit District, 477 Michigan Avenue, McNamara Building, Detroit, Michigan.

##### 1.4.2 Disposal Area Conditions

The existing conditions shown within the Government-furnished disposal area are based upon topographic and soundings surveys performed on the date shown on the drawing. Dredged materials placed outside of the limits of the disposal area shall be removed at no additional cost to the Government and deposited within the area approved for disposal of dredged materials. The Contractor is informed that the existing topographic features and conditions have changed within the CDF subsequent to the date of the survey shown on the contract drawings. Water elevations within the CDF vary throughout the year. The ability of existing materials in the CDF to support equipment and personnel is unknown. The Contractor shall make its own investigations of conditions as it deems necessary for the selection of equipment to be used at the site and to provide for the safety of the work and workers.

##### 1.4.3 Transfer Site

If use of a Contractor-furnished disposal site entails use of a transfer site, or if a Government-furnished transfer site is to be used, the Contractor shall take soundings across the full width and length of the transfer site mooring area prior to the start - up of and immediately after the completion of transfer operations under this contract. Soundings shall be taken on lines and at intervals acceptable to the Contracting Officer.

#### 1.5 SEQUENCING AND SCHEDULING

##### 1.5.1 Delivery of Plant and Order of Work

Unless otherwise directed by the Contracting Officer, the Contractor shall accomplish the required work within the time established in CLAUSE entitled, "COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK."

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 DREDGING

By Mechanical Dredging, the Contractor shall perform all dredging and obstruction removal work to remove material to the required depths within the limits shown on the drawings and as specified. Any materials in the allowable overdepth prism and allowable side slopes are not required to be removed. Rocks, cobbles (3 to 12 inches) and boulders (over 12 inch) may be encountered near breakwaters, revetments and pier heads and shall not be removed if they are part of the harbor structures nor shall toe stones be undermined. Indicated required dredging areas within required downstream and upstream dredging limits will be revised by the Government, after obtaining the before (prior to) dredging soundings. The Contractor may be required to suspend dredging at any time when for any reason the gauges or ranges cannot be seen or properly followed. During actual dredging operations, overflow from compartments of hopper dredges is not permitted. Overflow is prohibited from all floating plant that are in transit between the point of pick-up and the point of deposition of dredge materials in the disposal area.

3.1.1 Obstructions

Should original material, ledgerrock, boulders, cobbles, rock fragments, wrecks, scrap materials, snags, stumps, piles, debris or other material be encountered which cannot be removed by the plant specified in the accepted bid, or equivalent plant, without blasting or special apparatus, the Contractor shall remove therefrom all overlying material within the required dredging prism which in the judgment of the Contracting Officer can be removed by the use of the plant specified in the accepted bid or equivalent plant.

3.1.2 Channel Crossing

Any existing channel crossing that is damaged due to the Contractor's operations shall be repaired by the Contractor and at its expense.

3.1.3 Overdepth, Side Slopes and Tolerance

Two(2) drawings are enclosed in SECTION 01999 to aid in defining the requirements specified hereinafter.

3.1.3.1 Allowable Pay Overdepth

To cover inaccuracies of the dredging process, materials actually removed from within the limits of required dredging to a depth of not more than one (1) foot below the required pay prism line will be measured and paid for at the contract unit price. However, the maximum quantity of overdepth materials to be paid for will be equivalent to that quantity present within the one (1) foot overdepth prism immediately below the required materials to be removed as determined from the prior to dredging soundings. Any dredging below the allowed one (1) foot will be considered as excessive dredging and for which payment will not be made.

### 3.1.3.2 Side Slopes

Materials actually removed, within the limits shown on the drawings, to provide for final side slopes not flatter than one vertical (1V) on two horizontal (2H), perpendicular to the channel line or dredge limit line, whichever is applicable, but not in excess of the amount originally lying above the side slope payment limit line will be calculated and paid for. The provisions of this Subparagraph also apply to end slopes at the upstream and downstream dredging limits of the channel. However, if the Contractor elects to use the box cut method on the side slope this material will be paid for whether dredged in their original location or removed by dredging a space at the bottom of the slope to accommodate the side slope materials falling into the box cut.

### 3.1.3.3 Shoals

A tolerance of 0.5 feet above the required pay prism line, in the channel area, will be allowed for acceptance of remaining shoal materials. The allowed shoal materials may be left in place but shall be of such nature that they will not affect navigation, and will not be paid for unless they are removed. The allowed shoaling shall not be continuous throughout the required dredging area. The limitations for individual shoals are as follows:

a. Maximum width:

Maximum width of each remaining shoal area not required to be removed shall be not more than (10) feet.

b. Longitudinal length:

Longitudinal length of each remaining shoal area not required to be removed shall be not more than fifty (50) feet.

c. Cumulative width:

Cumulative width of remaining individual shoals not required to be removed within the shoal area, at any channel cross section, shall be not more than twenty-five percent (25%) of the full project channel width or ten (10) feet, whichever is greater.

## 3.2 CONVEYANCE AND TRANSFER OF DREDGED MATERIALS

### 3.2.1 General

All nautical vessels, pipelines and land based transport and conveyance systems shall be operated, loaded and unloaded in such manner as to prevent overflow, spills, leaks, waste, or other loss of dredged materials between point of pick-up and point of deposition within the disposal area. Hauling vessels shall have sufficient sidewall height and integrity to prevent drainage over or through the sides and bottom during hauling. The Contractor may base its bid on transfer facilities other than those furnished by the Government.

### 3.2.2 Restriction

The method employed by the Contractor in conveying dredged materials to the disposal area shall be as approved by the Contracting Officer at all times.

Temporary dumping or placement of materials outside of the disposal area for subsequent rehandling into the disposal area is prohibited unless otherwise approved by the Contracting Officer.

### 3.2.3 Government-Furnished Transfer Site

#### 3.2.3.1 Erie Pier Disposal Area Transfer and Conveyance

A facility for access to the harbor's edge and placement of equipment for transferring dredged materials from scows or other marine hauling equipment to land hauling or conveyance equipment is provided by the Government at the location shown on the contract drawings. Dredged materials shall be conveyed into the required disposal area by any approved method; however, the method of conveying shall be such as to prevent the loss or discharge of any water or materials into the area outside of the dike. Any method of conveying dredged materials into the disposal area which requires the use of transport water from outside the disposal facility, shall not be utilized unless approved by the Contracting Officer. If water is required to be transported from outside the disposal facility, a minimum of 2 feet of freeboard below the lowest dike elevation shall be maintained. Approval to transport water into the disposal facility shall be contingent upon the Contractor's submission of acceptable plans for; (a) transporting water into the disposal facility; (b) control of water to assure the maximum water elevation does not exceed a minimum of 2 feet of freeboard below the lowest top of dike elevation. The Contractor shall provide a gauge marker within Erie Pier CDF, in a location coordinated with the Contracting Officer. The Contractor shall prevent dredged materials and water from spilling back into or being discharge into the harbor during operation at the transfer and disposal sites.

#### 3.2.3.2 Fender Maintenance

The Contractor shall repair or replace any timber fenders on the mooring facility which are damaged or destroyed by the Contractor's operations under this contract. The condition of the mooring facilities shall be documented with photographs taken by the Contractor before and after the work is performed and copies thereof furnished to the Government. A minimum of ten (10) photographs taken prior to commencement of dredging operations and ten (10) photographs taken after the completion of all dredging and unloading operations will be required.

#### 3.2.3.3 Silt Fence

A silt fence shall be installed along the length of the unloading and transfer dock a minimum of five (5) feet from the harbor side of the dock face. The bottom of the fence shall be buried a minimum of six (6) inches below the ground surface. If the fence is breached, all dredging, and unloading operations will stop until the fence is repaired. The silt fence shall be removed upon completion of work under this contract.

#### 3.2.4 Vehicular Conveyance

Vehicles used to transport dredged materials into a Government or Contractor - furnished disposal area shall have leak tight cargo bodies or compartments with spill and splash preventing devices as well as necessary sidewall height. Vehicles shall not be loaded over their capacity, nor shall any loads exceed the limits of the thoroughfare over which the vehicles are operated. If the dredged materials are transferred from vessels to vehicles by bucket type equipment or any device which may leak

or spill, provisions shall be made to prevent water and materials from escaping into the waterways. In addition, the Contractor shall insure that materials that are splashed around vehicles during loading or unloading operations are cleaned up prior to the vehicle leaving the site so as to prevent materials from being tracked on to public thoroughfares or escaping into the waterways. The Contractor shall immediately clean up any materials spilled on the public thoroughfares. In addition, the Contractor shall maintain the transfer site in a neat and orderly condition.

#### 3.2.4.1 Repair and Maintenance of Haul Roads

Other than for public roadways, the Contractor shall maintain the existing haul road within the Government-furnished disposal area as shown on the contract drawings. Prior to any work being performed at Erie Pier, CDF the Contractor and a representative of the Contracting Officer shall jointly inspect the perimeter haul roads in order to verify their conditions. Grading shall start at the Erie Pier Gate. Grading shall commence within 24 hours after rainfall. Grading of all perimeter roads will be required. Grading shall consist of one pass along each road in each direction in order to provide a surface that is free of dips and undulations that would preclude travel by automobiles. The Contractor shall provide its own haul road within the Contractor-furnished disposal area as required for its operations and shall maintain them throughout the course of the work. If existing vehicle paths are used (which are not dedicated as public roadways) the Contractor shall provide any improvements required to support its vehicle traffic and shall maintain such haul roads in a condition satisfactory for travel in a passenger automobile at all times, including at the completion of the contract.

#### 3.2.5 Rip Rap Stone

One hundred cubic yards (100 cy) of rip rap stone conforming to State of Minnesota Specification 3601.1 Class 1V shall be placed along the rivers side of the East Perimeter Dike in the area shown on the contract drawings and as directed by the Contracting Officer.

### 3.3 DISPOSAL OF DREDGED MATERIALS

#### 3.3.1 General

The dredged materials shall be deposited within the Government-furnished disposal area shown on the contract drawings, and/or within an authorized Contractor-furnished disposal area. The Government-furnished disposal area has sufficient capacity to contain all materials to be dredged under this contract; however, the Contractor may base its bid on a disposal area other than the one furnished by the government. Placement of the dredged materials within the disposal area shall be as specified and shown except as otherwise directed by the Contracting Officer. Except as otherwise authorized by the Contracting Officer in writing, no disposal shall be performed unless a representative of the Contractor for Quality Control is present at the time. The method employed by the Contractor in depositing dredged materials in the disposal area shall be as approved by the Contracting Officer at all times.

##### 3.3.1.1 Misplaced Material

Any material that is deposited elsewhere than in the places designated in this contract or approved by the Contracting Officer will not be paid for. The Contractor shall be required to remove such misplaced material at its



expense and deposit it in the place designated in this contract or approved by the Contracting Officer.

### 3.3.2 Government-Furnished Disposal Area

### 3.3.3 Dredged Material Placement

All dredged materials shall be placed within the confines of the Erie Pier confined disposal facility (CDF). Placed materials shall not interfere with the flow of water through existing drainage ditches. Upon completion of disposal operations, the interior surface of the disposal facility which was utilized for or disturbed by the Contractor's operations, excluding the area upon which dredged materials are placed under this contract, shall be restored to a condition equal to or better than that existing prior to the Contractor's use of the site. Any temporary dikes or berms constructed by the Contractor to accommodate its operations may be left in place at the completion of the work. Transfer of dredged materials into the CDF by hauling vessels positioned along the perimeter dike of the disposal area at a location other than shown on the contract drawings may be allowed upon approval of the Contracting Officer. Existing drainage ditches along the existing perimeter access road shall be maintained in a well drained condition by the Contractor throughout the course of the work. The Contractor is referred to SECTION titled "ENVIRONMENTAL PROTECTION", for required treatment measures.

#### 3.3.3.1 Confined Water Control

In the event water contained within the CDF threatens to overtop the existing dikes or cause untreated discharge to the public waters, the Contractor shall report the situation to the Contracting Officer immediately. If the overtopping appears imminent and such condition is the result of the Contractor's placement of dredged materials or other action or lack of action by the Contractor, the Contractor shall immediately submit a plan for the Contracting Officer's approval for preventing the overtopping or discharge to the public waters. The Contractor shall take all actions necessary to prevent the overtopping or discharge in accordance with the approved plan and at no additional cost to the Government and no additional time for completion of the contract work. Under any other circumstances, the Contractor shall request direction from the Contracting Officer for any other actions that may be required to prevent overtopping or discharge to the public waters, prior to taking such actions.

#### 3.3.3.2 Washing of Dredged Material

All materials placed within the confined disposal facility shall be washed.

The general direction of washing operations is shown on the contract drawings. The Contractor may heap and mound existing materials above elevation 620.0 as necessary in order to facilitate sand washing operation.

During all dredging and/or disposal operations, with the exception of minor shut downs for maintenance, the Contractor shall provide continuous washing operation of all dredged materials to separate sand materials from other dredged materials and water. As a minimum, the equipment used for the washing operations shall include, but not be limited to, a pump with a capacity of 6,000 gpm or more (24 hours a day), and a low ground pressure dozer (no smaller than a Caterpillar D6 or similar dozer) with an operator.

The pump and dozer shall be operating at all times during dredging or unloading operations. As the dredged materials are washed, the Contractor shall push the washed sand from the sluiceway into the area shown on the contract drawings and as directed by the Contracting Officer.

### 3.4 CONTRACTOR QUALITY CONTROL

The Contractor shall establish and maintain a quality control system for dredging and disposal operations to assure compliance with the contract requirements and record its inspections of items under this system, including, but not limited to, the following:

- a. Layout of work, transfer and disposal areas.
- b. Proper dredging depths and disposal heights.
- c. Conveyance and disposal operations.
- d. Prevention of discharge to waterway.
- e. Removal of misplaced material.
- f. Safety requirements.

### 3.5 GOVERNMENT INSPECTION

#### 3.5.1 Gauge Maintenance

The Contractor shall maintain its gauges, ranges, location marks and limit marks in proper order and position. The presence of a Government inspector shall not relieve the Contractor of its responsibility for the proper execution of the work in accordance with the specifications and drawings.

#### 3.5.2 Facilities

The Contractor shall furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boat operators, laborers and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting the work. However, the Contractor will not be required to furnish such facilities for the surveys prescribed in the Paragraph "FINAL EXAMINATION AND ACCEPTANCE."

#### 3.5.3 Compliance

Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due the Contractor.

### 3.6 PRIOR, AFTER AND CHECK SURVEYS

Prior, after and check surveys will be made by lead line or sonic sounding methods. The Contractor's sounding equipment shall be calibrated to correspond with the Government's sounding equipment. The Government will make prior and after surveys and may make check surveys. The Contractor shall make check surveys. Sounding lines will be established by the Government for the required dredged area - to provide the best fit of lines, within that area - to use average end cross sections for quantity calculations. Cross - sections will have the required spacing as necessary to provide a good representation of the area surveyed. Unless otherwise determined by the Contracting Officer. The check surveys and after dredging soundings shall be taken as close as practicable on the same lines

established and used for the prior to dredging soundings, unless otherwise determined by the Contracting Officer. The full electronic data set shall be used to determine cubic yards in place. Additional soundings will be taken as the Contracting Officer may deem necessary. Only one (1) prior survey will be made for each dredging area by the Government. The Contracting Officer will schedule prior surveys in accordance with an approved Contractor submitted schedule of dredging operations. If additional prior surveys are required, due to the Contractor's operations, the cost of such surveys shall be paid by the Contractor. The cost of such surveys shall be the same as specified in the Paragraph entitled, "FINAL EXAMINATION AND ACCEPTANCE."

### 3.7 FINAL EXAMINATION AND ACCEPTANCE

#### 3.7.1 Examination

As soon as practicable after the completion of the entire work or any section thereof (if the work is divided into sections) as in the opinion of the Contracting Officer will not be subject to damage by further operations under the contract, such work will be thoroughly examined at the cost and expense of the Government by sounding or by sweeping, or both, as determined by the Contracting Officer. Should any shoals, lumps or other lack of contract depth be disclosed by this examination, the Contractor is required to remove same by dragging the bottom or by dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoals may be waived at the discretion of the Contracting Officer. The Contractor or its authorized representative will be notified when soundings and/or sweepings are to be made, and will be permitted to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than two (2) sounding or sweeping operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding or sweeping, the cost of such third and any subsequent sounding or sweeping operations will be charged against the Contractor at the rate of \$1,500.00 per calendar day in which the Government plant is engaged in sounding or sweeping and/or is enroute to or from the site or held at or near the said site for such operations.

#### 3.7.2 Acceptance

Final acceptance of the whole or part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

--End of Section--

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